

BIDDERS'S NAME: 2-2 **PRICE:** 2-3 thru 2-3a **SUBS:** 2-7. to 2-7a **BB:** 2-9 **ESTIMATE:** \$500,000 to \$585,000

VCB\ABSTRACT	OPENING DATE: 7/15/2010 at 2:00 P.M.
SOLICITATION NO. 4587	SUPPLIES OR SERVICES: CONSTRUCTION OF METAL BEAM GUARD RAILING AT VARIOUS LOCATIONS



[illegible]

BIDS TO DEPARTMENT:
DATE:_____

DISTRIBUTION:
 ___ FRONT DESK
 PCO

SD DAILY TRANSCRIPT

DATE: 7-25-70

BID CLERK: 
BID OFFICER: 

Received

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award survey, and the bid being non-responsive.

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted by the **apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
3-6 89, 13-23	<u>SEE ATTACHED</u> <u>LIST FOR ITEM #'S</u>	<u>DREAM BUILDERS</u> <u>1361 E. GARTEN DR</u> <u>PLACENTIA, CA 92870</u>	35%.	<u>873436</u>

TOTAL % SUBCONTRACTED 35%.

Name of Bidder FENCECORP INC

BIDS RECEIVED



ACE FENCE COMPANY

727 N. Glendora Avenue, La Puente, CA 91744
Tel: (626) 333-0727 Fax: (626) 333-7843
info@acefencecompany.com

To whom it may concern:

Below is APW Construction, Inc. dba Ace Fence Company's pocket Contractors Business License.
It is valid until December 31, 2011.



Please let me know if you have any questions or need more information.

Sincerely,

Kim Im
Administrator
kim@acefencecompany.com

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



December 15, 2009

Ms. America Tang
APW Construction, Inc.
dba Ace Fence Company
727 N. Glendora Avenue
La Puente, CA 91744

Expires 12/15/2014

RE: DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATION APPROVAL File No. - 642

Dear Ms. Tang:

We are pleased to advise you that after careful review of your application and supporting documentation, the City of Los Angeles has determined that your firm meets the eligibility standards to be certified as a **Disadvantaged Business Enterprise (DBE)** as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs and the City of Los Angeles DBE/MBE/WBE directory under the following specific area of expertise that you have identified on the business service form for contracting opportunities:

<u>NAICS Code</u>	<u>Description</u>
238990	All Other Specialty Trade Contractors

Your DBE certification is good for five years from the date of this letter and applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the California Department of Transportation's website at www.dot.ca.gov/hq/bep/ and the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org>. Any additions and revisions must be submitted to the City of Los Angeles for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. You will be notified of the pending DBE status review and any documentation update necessary prior to the expiration date.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format, which will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

APW Construction, Inc.

December 15, 2009

Page 2


Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management, or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under Section 26.109 of the Regulations.

Your DBE certification status will be honored by all of the U.S. DOT recipients in California.

Congratulations, and thank you for your interest in the California Unified Certification Program (CUCP). We wish you every business success and look forward to hearing from you if we may be of any assistance to you in this regard.

Should you have any questions, please contact Kim Fitzpatrick at (213) 847-2644 or e-mail at kim.fitzpatrick@lacity.org.

Sincerely,


for

HELMUT PEINDL, Certification Manager
Office of Contract Compliance
Bureau of Contract Administration

Kimberly Lee

From: "Kimberly Fitzpatrick" <kim.fitzpatrick@lacity.org>
To: "Kim Im" <kim@acefencecompany.com>
Sent: Monday, June 07, 2010 12:43 PM
Subject: Re: APW Construction

Hi Kimberly,

There is no certificate for UDBE. It's a subset of DBE based on gender/ethnicity. Different jurisdictions will have different definitions of a UDBE, which is why there's no standardized certificate.

Sincerely,

Kim Fitzpatrick
Centralized Certification
Bureau of Contract Administration
1149 S. Broadway, Suite 300
Los Angeles, CA 90015
ph: (213) 847-2644
fax: (213) 847-2777

On Mon, Jun 7, 2010 at 12:41 PM, Kim Im <kim@acefencecompany.com> wrote:

Good Afternoon Kim,

APW Construction is certified as DBE, cert. attached. We are also a UDBE, but don't have the certificate in file. Can you please send a copy of the UDBE certificate?

Sincerely,

Kimberly Lee
Administrator
ACE FENCE COMPANY
727 N. Glendora Ave.
La Puente, CA 91744
PH: (626) 333-0727
FX: (626) 333-7843

"Coming together is a beginning. Keeping together is progress. Working together is success" ~ Henry Ford

7/14/2010

**BOARD OF PUBLIC WORKS
MEMBERS**

CYNTHIA M. RUIZ
PRESIDENT

JULIE B. GUTMAN
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ANTONIO R. VILLARAIGOSA
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JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

**BUREAU OF
CONTRACT ADMINISTRATION**
Office of Contract Compliance
1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

Ms. America Tang
APW Construction, Inc.
dba Ace Fence Company
727 N. Glendora Avenue
La Puente, CA 91744

December 15, 2009
File No. - 642
Phone No. - (626) 333-0727
Exp. 12/15/14

RE: MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE)
RECERTIFICATION APPROVAL

Dear Ms. Tang:

Based on a thorough review of the submitted documents, we are pleased to inform you that your firm has been recertified as a **Minority/Women Business Enterprise (MBE/WBE)** and has been placed in the City of Los Angeles DBE/MBE/WBE directory as a firm specializing in:

NAICS Code

238990

Description

All Other Specialty Trade Contractors

You may review your firm's information in the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org>.

This certification is valid for five (5) years from the date of this letter. If after five (5) years you wish to be certified by the City of Los Angeles and have not received recertification documents, please contact this office. If there are any changes in ownership, control, or work category of your firm during the certification period, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.

The City reserves the right to withdraw this certification if at any time it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information and/or conduct on site visits at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of **APW Construction, Inc.** hereby consents to the examination of its books, records and documents by the City.

AN EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

APW Construction, Inc.
December 15, 2009
Page 2

Should you have any questions, please contact Kim Fitzpatrick at (213) 847-2644 or e-mail at kim.fitzpatrick@lacity.org.

Sincerely,

A handwritten signature in cursive script that reads "Angela de la Rosa". The signature is written in dark ink and is positioned above the typed name and title.

for HELMUT PEINDL, Certification Manager
Office of Contract Compliance
Bureau of Contract Administration



NETConnect

Connecting you to Government Bids
throughout Southern California

Certified Small Business Enterprise

Vendor Account Number: 18228

Kim Im
APW Construction, Inc.
15135 Salt Lake Avenue
City of Industry, CA, 91746

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with a Coalition of Southern California Public Agencies. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

Metropolitan Water District of Southern California

City of San Diego

San Diego County Water Authority

Minority Business Development Agency

Port of Long Beach

Los Angeles Unified School District

Los Angeles Community College District

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 238990

SBE Certificate Effective Date: 06/06/08

SBE Certificate Expiration Date: 06/06/11

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into the NETConnect system, choosing "Edit Profile", and selecting the link to the "Small Business Certification Status".

Sincerely,
John J. Arena
Metropolitan Water District of Southern California
Business Outreach Program Manager

BOND NO. N/A

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we APW Construction, Inc. Ace Fence Company
as Principal, and Lexon Insurance Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Attached Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 7/15/2010 for
DATE

Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 15 day of July A.D. 20 10

Lexon Insurance Company (SEAL) APW Construction, Inc. Ace (SEAL)
Patti Miller (SEAL) Fence Company (SEAL)
Patti Miller (SEAL) Principal (SEAL)

Patti Miller Surety Attorney-in-Fact

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF Nevada

COUNTY OF Washoe

On this 15th day of July in the year 20 10 before me
Robin Lee Kennedy a notary public in and for said County and State personally
appeared Patti Miller known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument as the attorney-in-fact of the Lexon Insurance Company
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as
Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for
Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney.

Robin Lee Kennedy
Notary Public In and for the County of

Washoe State of Nevada



Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Dick L. Rottman, Bradley A. Pearce, Janice Bowman, **

Amy Simpson, Kathy Harshbarger, Patti Miller, Jana Pisani *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 2,000,000.00 Two million dollars ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"

MAUREEN K. AYE

Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of July, 20 10 .



Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On July 14, 2010 before me, Cristina Melgarejo,
(here insert name and title of the officer)

personally appeared America Tang

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Cristina Melgarejo



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

July 1, 2010

ADDENDUM NO. 1

TO: Contract Documents for Construction of Metal Beam Guard Railing At Various Locations; Oracle Project No. 1012391

BID OPENING DATE: July 15, 2010

BID NO.: 4587

This Addendum No. 1 corrects and clarifies the contract documents.

1. Insert the attached page 2-6a (Addendum No. 1) into the contract documents.

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of Addendum No. 1:

1. Page 2-6a (Addendum No. 1)

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies): _____

If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency)

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: America Tang SIGNATURE: _____

TITLE: CEO DATE: 7/14/10

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

July 9, 2010

ADDENDUM NO. 2

TO: Contract Documents for Construction of Metal Beam Guard Railing at Various Locations;
Oracle Project No. 1012391

BID OPENING DATE: July 15, 2010

BID NO.: 4587

This Addendum No. 2 corrects and clarifies the contract documents.

1. On the front page of the contract documents, after the paragraph that starts with "**Addenda and Interpretations:**", insert the following paragraph:

"All interested parties who would like to be placed on the plan holders list, please submit your information (company name, contact person, general or sub, address, phone and fax) in its entirety to the points of contact above on or before the due date for all RFIs. Plan holders lists will be posted on Buynet labeled "plan holders list" as a courtesy and is not a requirement of this solicitation. The County of San Diego makes no representation as to the accuracy or for the completeness of the plan holders list."

2. Remove page 2-3a of the contract documents, and replace with the attached page 2-3a (Addendum No. 2). Changes are marked with a vertical line on the left margin.
3. On page 5-39 of the contract documents, under section "**14A. Remove Concrete Barrier (Type K)**", after the phrase that starts with "Contractor shall coordinate..", insert the following paragraph:

"In order to maintain a safe passage to traffic along Old Highway 80 at location 18A of this project, concrete Barriers (Type K) shall remain in their existing location until guardrail construction begins. Contractor shall remove sections of the concrete barrier as necessary to complete the daily work. Contractor shall place the barriers back to their original location without leaving a gap between the barriers after the work is completed at the end of each day. Barriers shall be pinned together per Caltrans Standard Plan T3. There shall be no blunt end of barriers facing oncoming traffic.

"Contractor shall provide all necessary traffic control such as crash cushion modules, signs and cones during the construction. A minimum of two drums, 700 lb Crash Cushion Sand-Filled Modules, in conformance with Caltrans Standard Plans May 2006, shall be provided to protect the exposed end of concrete barriers to oncoming traffic during construction."

4. On page 5-39 of the contract documents, under section "**14A. Remove Concrete Barrier (Type K)**", delete the paragraph that starts with "The contract price...", and replace with the following:

"The contract price paid per linear foot for remove concrete barrier (Type K) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal and transporting the concrete barrier (Type K), and temporary removal, relocation and storage of the barriers to perform the metal beam guard rail installation, and the necessary traffic control measures, and no additional payment will be allowed therefor. No adjustment of compensation will be made for any increase or decrease in the quantities."

5. On page 5-49 of the contract documents, after the paragraph that starts with "Excavation, backfill..", insert the following section:

"23. Crash Cushion (TRACC, TL-3)"

"Crash cushion shall be furnished and installed as shown on the plans and in conformance with the provisions in the Standard Specifications and these special provisions.

"Crash cushion shall be a FASTRACC as manufactured by Trinity Industries, Inc., or an approved equal, and shall include all necessary hardware and items detailed.

"Concrete anchorage devices used for attaching the crash cushion to the base slab shall be per the manufacturers recommendations and limited to those which have been proven satisfactory by previous testing.

"The concrete anchor slab shall conform to the provisions in Section 51, "Concrete Structures," and Section 52, "Reinforcement," of the Standard Specification and these special provisions.

"The concrete anchor slab and backup block shall be constructed of concrete containing not less than 590 lbs of cement per cubic yard.

"The W-Beam connections to barrier shall conform to the provisions in section 83-1, "Railings," of the Standard Specifications.

"High strength bolts and nuts for W-Beam connections to barrier shall conform to the requirements in ASTM Designation: A 325.

"The Contractor shall furnish the Engineer one copy of the manufacture's plan and parts list.

"The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushion conforms to the contract plans and specifications, conforms to the pre-qualified design and material requirements, and was manufactured in conformance with the approved quality control program.

"Crash cushion shall be installed in conformance with the manufacturer's installation instructions.

"Surplus excavated material remaining after the crash cushion has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

"Crash Cushion (TRACC, TL-3) will be measured by the unit as determined from actual count in place in the completed work.

"For additional information regarding TRACC – TL-3 visit
<http://www.highwayguardrail.com/>

"The contract unit price paid for the crash cushion (TRACC, TL-3) shall include full compensation for furnishing all labor, materials (including anchor bolts, nuts washers, and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the TRACC type crash cushion, complete in place, including structure excavation, structure backfill, footing, bar reinforcing steel, concrete for anchor slab, transition plate, w-beam connector, and for furnishing high strength bolts and plate washers and disposing of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer."

6. Remove pages 8-2 and 8-2a of the contract documents, and replace with the attached pages 8-2 (Addendum No. 2) and 8-2a (Addendum No. 2). Changes are marked with a vertical line on the left margin.
7. Insert the attached page 8-3a (Addendum No. 2) into the contract documents.
8. Remove page 8-38 of the contract documents, and replace with the attached page 8-38 (Addendum No. 2).
9. Remove pages 8-40a through 8-40d of the contract documents, and replace with the attached pages 8-40a (Addendum No. 2) through 8-40d (Addendum No. 2).

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachments forming part of this Addendum No. 2:

1. Page 2-3a (Addendum No. 2)
2. Pages 8-2 (Addendum No. 2) and 8-2a (Addendum No. 2)
3. Page 8-3a (Addendum No. 2)
4. Page 8-38 (Addendum No. 2)
5. Pages 8-40a (Addendum No. 2) through 8-40d (Addendum No. 2)

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY		
18.	Imported Borrow	17.5	CY		
19.	Asphalt Concrete	10.1	TON		
20.	Asphalt Concrete Overside Drain	1	EA		
21.	Place Asphalt Concrete Dike, Type C	235	LF		
22.	Place Asphalt Concrete Dike, Type F	40	LF		
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY		
24.	Chain Link Fence (Type CL-4)	185	LF		
25.	Guard Railing Delineator	143	EA		
26.	Metal Beam Guard Railing	1,179	LF		
27.	Metal Beam Guard Rating (Type WB)	16	LF		
28.	Transition Railing (Type WB)	5	EA		
29.	Alternative In-Line Terminal System	18	EA		
30.	Alternative Flared Terminal System	19	EA		
31.	Structural Concrete (Pedestal)	9	CY		
32.	Crash Cushion (TRACC, TL-3)	1	EA		
33.	BMP Maintenance Cost Sharing	1,000	DLR	1.00	1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					

Name of Bidder _____

PART VIII. STANDARD DRAWINGS, STANDARD PLANS AND PROJECT PLANS

State of California, Department of Transportation (September 2008) Traffic Manual

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TRACC, FASRACC,

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State of California, Department of Transportation, Standard Plans (May 2006)

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FY 08/09 Guardrails

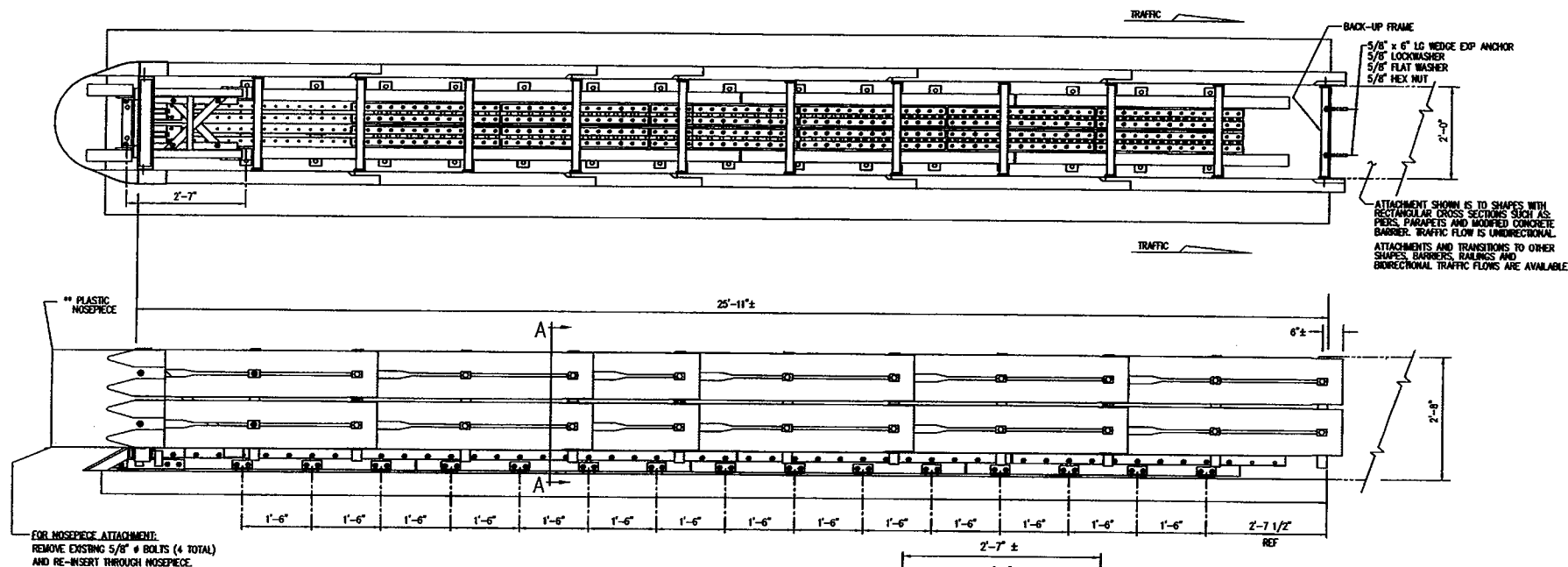
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1/08 8-2 (Addendum No.2)

PART8/COUNTY

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FASTRACC BILL OF MATERIAL

PART NUMBER	QTY	DESCRIPTION
25836A	1	FASTRACC UNIT (FULLY ASS'LD)
3310G	4	5/8" LOCKWASHER
4431G	4	5/8" x 6" WEDGE EXP ANCHOR
6825B	4	REFLECTIVE TAPE
6532B	1	PLASTIC NOSEPIECE
** ANCHOR HARDWARE (FULL CONCRETE BASE)		
5204G	32	5/8" x 7 1/16" ANCHOR STUD
3310G	32	5/8" LOCKWASHER
3361G	32	5/8" HEX NUT
3300G	32	5/8" FLAT WASHER
5206B	3	ADHESIVE HIT HY 150(CARTRIDGE)
** ANCHOR HARDWARE (ASPHALT BASE)		
6380G	32	5/8" x 18" ALL THD ROD
3310G	32	5/8" LOCKWASHER
3361G	32	5/8" HEX NUT
3300G	32	5/8" FLAT WASHER
5206B	7	ADHESIVE HIT HY 150(CARTRIDGE)

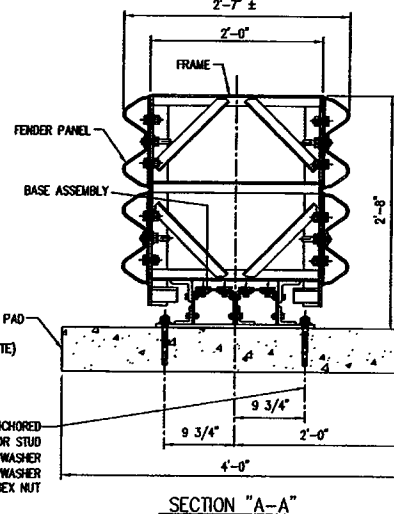
** SEE PRODUCT MANUAL

★ EACH CARTRIDGE INCLUDES 1 EACH: MIXER HY 150 CARTRIDGE (NOZZLE)
FILLER HIT HY 150 (FILLER TUBE)

EACH TRACC UNIT SHIPS 100 % ASSEMBLED
(PLASTIC NOSE INSTALLED AFTER PLACEMENT)

OPTIONAL TRACC ANCHOR ITEMS

PART NUMBER	DESCRIPTION
5205B	ADHESIVE DISPENSER
5207B	MIXER HIT HY150 (NOZZLE)
5208B	FILLER HIT HY150 (FILLER TUBE)
5209B	BIT TE-C+ 11/16-18 (11/16" # BIT)



FOUNDATION NOTE:

6" REINFORCED CONCRETE PAD IS SHOWN
OTHER OPTIONS ARE:

- 8" THICK MINIMUM UNREINFORCED CONCRETE
- 8" MINIMUM THICK ASPHALT
- 3" THICK (MIN) ASPHALT OVER 3" (MIN) CONCRETE
- 6" THICK ASPHALT OVER 6" COMPACTED SUBBASE

REV.	DATE	BY	DATE	REVISIONS
FASTRACC CRASH-CUSHION ATTENUATING TERMINAL PLAN, ELEVATION & SECTIONS (UNIDIRECTIONAL, DIRECT ATTACHMENT)				
DESIGN	DATE	BY	DATE	REVISIONS
DESIGNED	06/10/05	BY	06/10/05	0
APPROVED		BY		
DATE	06/10/05	BY		
DES. FILE #	SS1009-01E	BY		
SERIAL	EI OF 1	BY		
DRAWING NO.	SS 1009	BY		
REV.	0	BY		

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TRINITY INDUSTRIES, INC.
HIGHWAY SAFETY PRODUCTS
2525 STEWARTS FREEWAY, DALLAS, TX 75207

FY 08/09 GUARDRAILS
ACTIVITY NO. PWR-1012391

LOCATION #	NO. OF SHEETS	ROAD	LOCATION	TR LOCATION	Temporary Fiber Roll	Temporary Gravel Bags	Temporary Drainage Inlet Protection	Remove Metal Beam Guard Railing	Remove Asphalt Concrete	Remove Asphalt Concrete Dike	Reconstruct Fence (Type BW) End Post	Reconstruct Metal Beam Guard Railing	Adjust Metal Beam Guard Railing	Remove Concrete	Remove Railing (Type K)	Reset Railing (Type K)	Roadway Excavation	Imported Borrow	Asphalt Concrete	Place Asphalt Concrete Dike (Type C)	Place Asphalt Concrete Dike (Type F)	Place Asphalt Concrete (Miscellaneous Area)	Asphalt Concrete Overside Drain	Chain Link Fence (Type CL-4)	Guard Railing Delineator	Metal Beam Guard Railing	Transition Railing (Type WB)	Alternative In-Line Terminal System	Alternative Flared Terminal System	Structural Concrete (Pedestal)
18A	4	Old Highway 80	2 mile north of Buckman Springs Road	430-A6	385	20																								
63	3	Mesa Vista Wy	Vista Pl	1310-E3	125	16		38	16	95				200				2		6	95		16		6	450				
84-8	3	West Lilec Rd.	W MP 5.5	1049-A6	400			100					300												3				1	
100	3	Willow Glen Drive	1265' North of West Village Dr.	1252-F7	220	48		318								40			0.5			40		155		6			2	
101	3	Willow Glen Drive	1085' North of West Village Dr.	1252-F7	2000								2000																	
102	3	Willow Glen Drive	175' South of Willow Bend Dr.	1272-F1	600								500																	
103	3	Skyline Truck Trail	4970' East of Lawson Valley Dr.	1273-AB6	500	20							500																	
104	3	Skyline Truck Trail	4800' East of Lawson Valley Dr.	1273-AB6	100			50					50												3				1	
106	3	Camino San Bernardo	Southbound at Egress to Camino Del Norte	1169-G4	420			400																						
107-1	3	Camino San Bernardo	North of Coastwood	1169-G3	500			440																						
107-2	3	Camino San Bernardo	South of Rancho Bernardo Rd.	1169-G3	280			257																						
108	3	Camino San Bernardo	South of Thornmint Rd.	1169-G3	320		1	290																						
109	3	Highland Valley Rd	West of Highland Valley Court	1172-B3	300	72	2	240		140	4																			
111	3	Highland Valley Rd	1603' West of MP 10.0	1150-G3	500	120		38					200					6	1.1	140					12				4	
112	3	Olay Lakes Rd	2300' East of MP 7.0(S-EBT)	1293-G6		24		215																	4	13				1
113	3	Olay Lakes Rd	1600' East of MP 8.0	1293-G5	240			25					100											30						
114	3	Olay Lakes Rd	2811' East of MP 7.5 (N-WBT)	1293-J5	1550								1500												4	25				
116	3	South Grade Road	South of MP 44.0	1052	300	60		250	8			50	100						2.5			7.5			11	150				2
117	3	South Grade Road	South of MP 44.2	1052	430	60		88					300				20								6					1
119	3	South Grade Road	At MP 44.6 and 44.8 North of MP 45.2	1052	400	72		88									44								6	38				1
121	3	South Grade Road	and South of 45.4	1052	350			88									10	3.5							6					1
122	3	South Grade Road	At MP 45.6	1052	500			88					400				40								6					1
123	3	South Grade Road	North of MP 45.6	1052	200			113																	6					2
124	3	South Grade Road	At MP 46.0	1052	700			178					500												7	25				1
125	3	South Grade Road	North of MP 46.2 North of MP 46.4 and South of MP 46.6	1052	175			126																	9	102				2
126	3	South Grade Road	At MP 46.8	1052	250	36		200					40												8	100				
127	3	South Grade Road	At MP 47.2	1052	600	60		150					400												7	38				2
128	3	South Grade Road	At MP 47.2	1052	275	24		238									18								11	150				1
129	3	South Grade Road	North of MP 47.2	1052	90			75																	6					1
130	3	South Grade Road	South of MP 47.4	1052	270			100					150												6					2
131	3	South Grade Road	North of MP 47.6	1052	520	72		138					350	2.5			6								8	50				1
SUBTOTAL					13500	704	3	4331	24	235	4	50	7470	2.5	200	40	138	17.5	10.1	235	40	23.5	1	185	143	1179	5	18	19	9

RECOMMENDED BY:

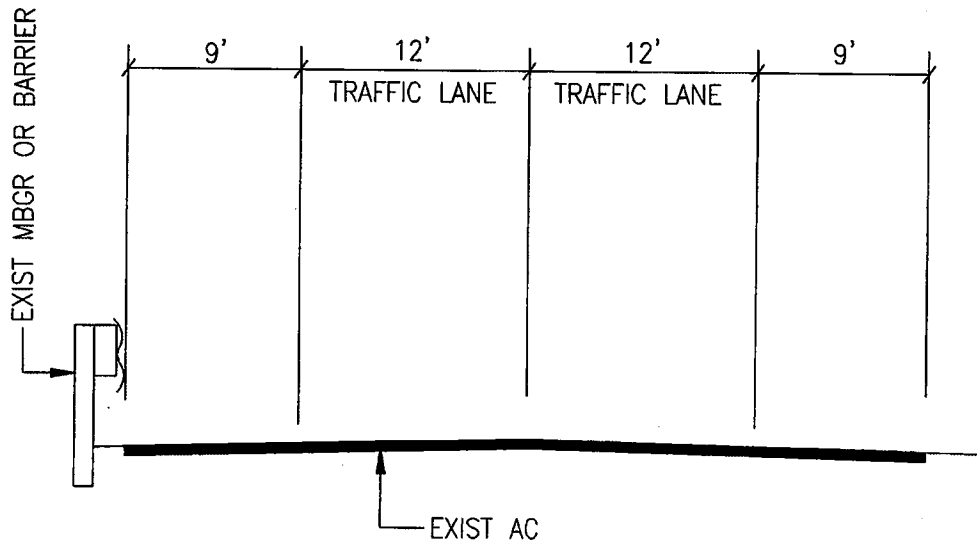
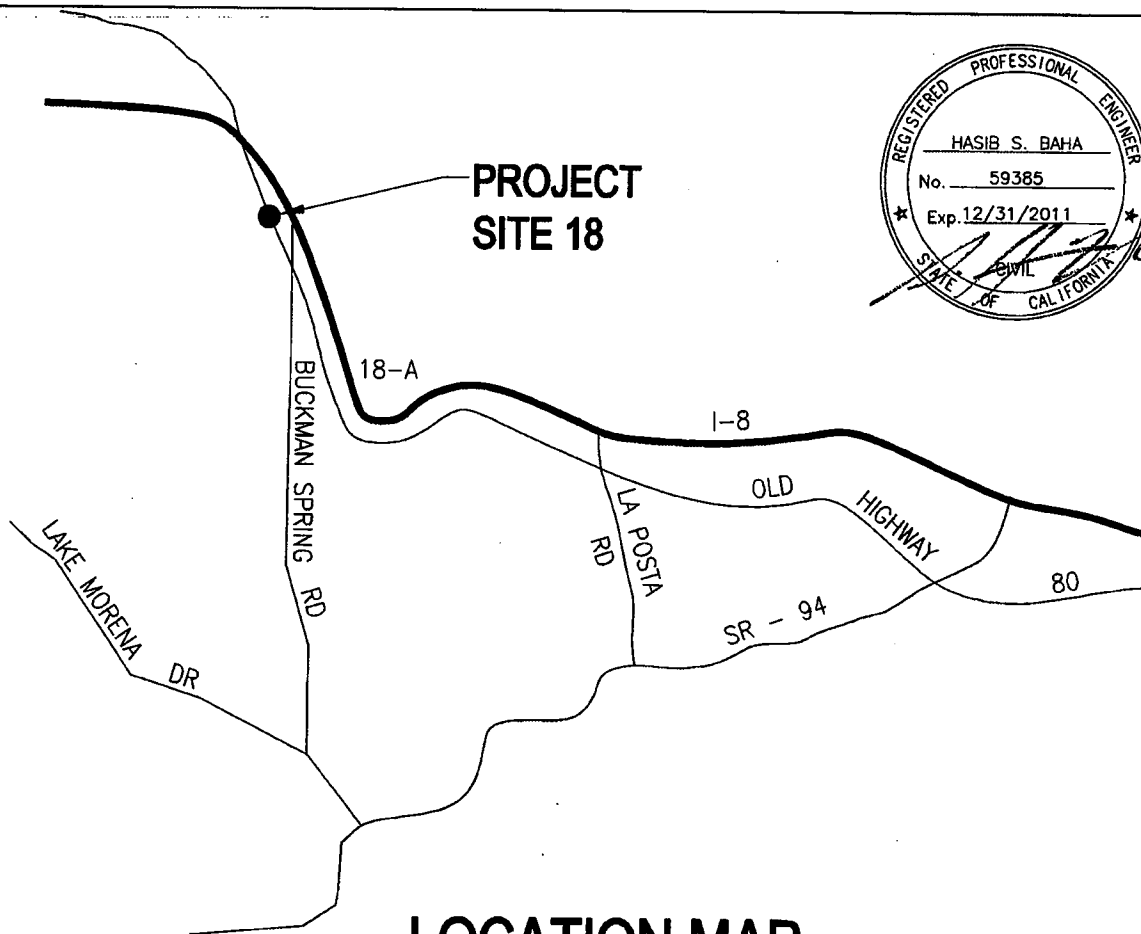
George R. Fakhridine
APPROVED BY:
MORAD FAKHRIDINE, COUNTY ENGINEER

DATE 5-25-10

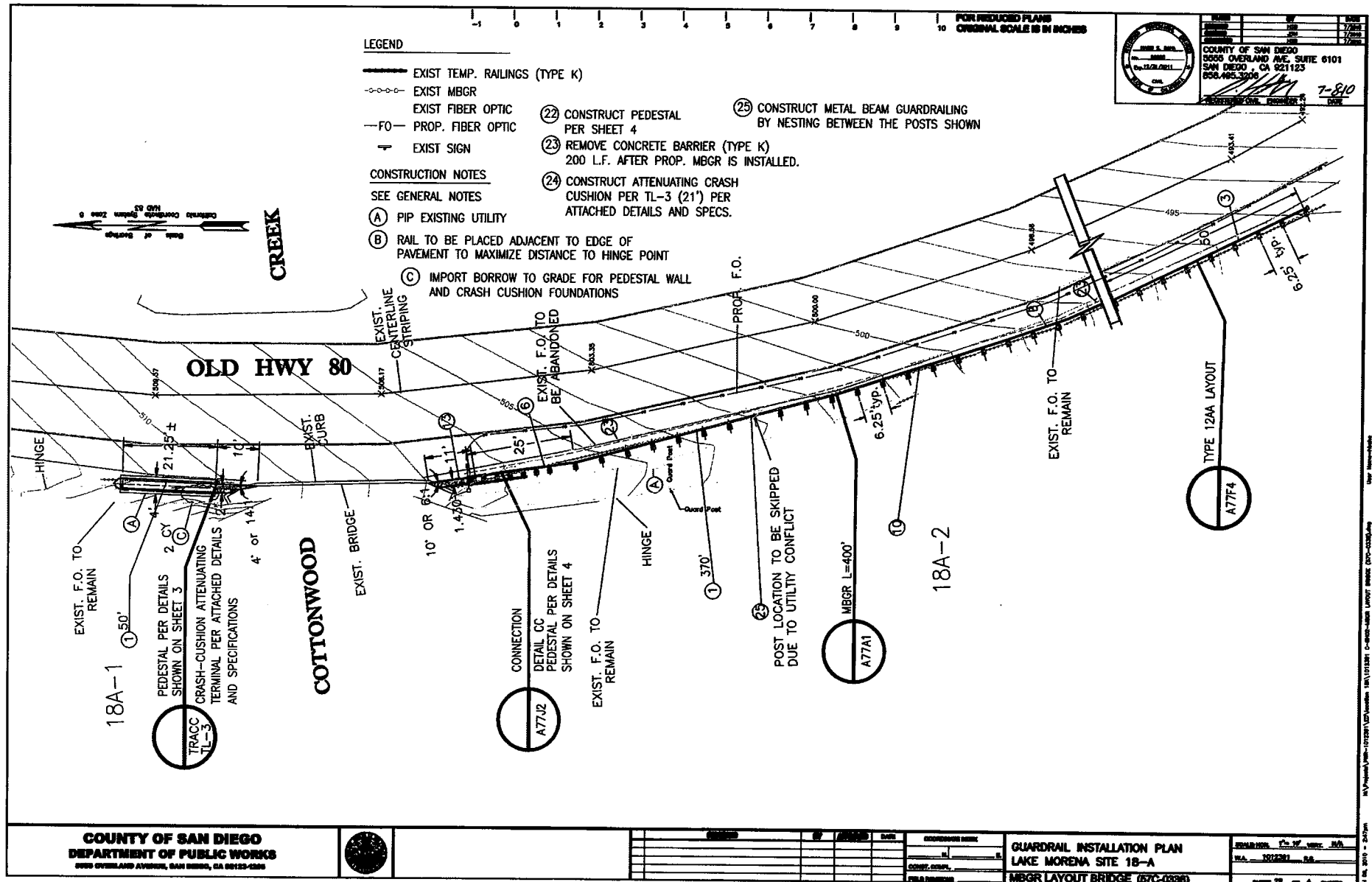
DATE 5/25/10

*FOR PEDESTAL CONNECTION ONLY

* ADD ITEM "CRASH CUSHION (TRAC, TL-3)" AS 1 EACH - PER ADDENDUM NO. 2



DRAWN BY: <u>HB</u>	CHECKED BY: <u>JM</u>	COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS GUARDRAIL INSTALLATION PLAN IN THE VICINITY OF: LAKE MORENA SITE 18-A	REVISION	APPROVED	DATE
RECOMMENDED BY: <u>HB</u>					
APPROVED FOR COUNTY ENGINEER:					
DATE: <u>07/08/2010</u>			DRAWING NUMBER	<u>1R</u> OF <u>4</u>	

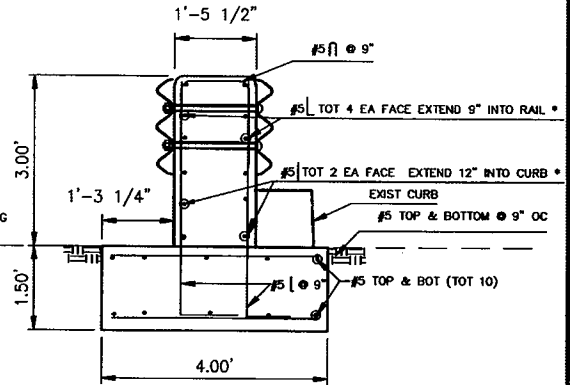
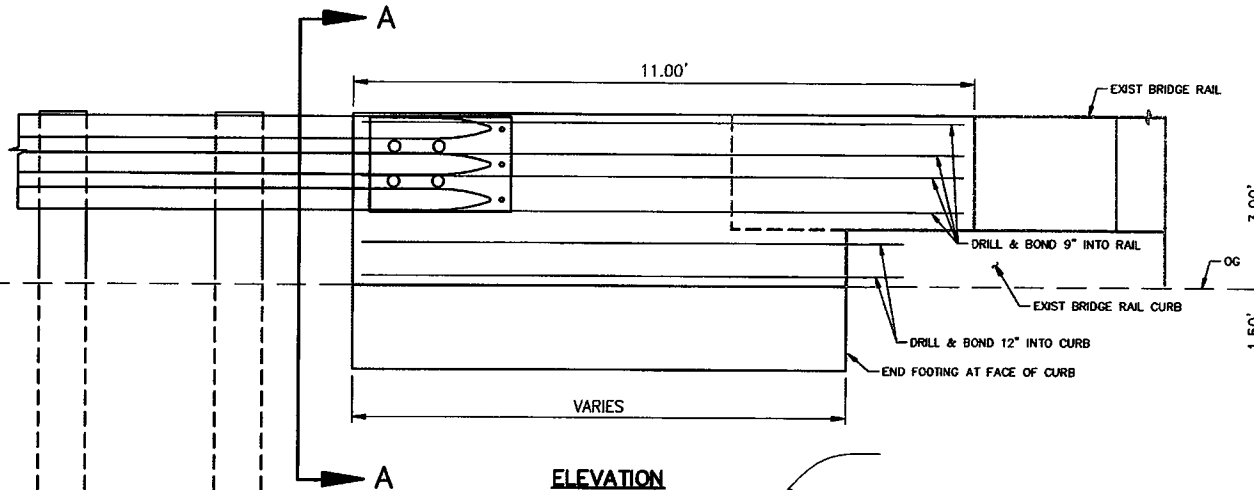


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FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

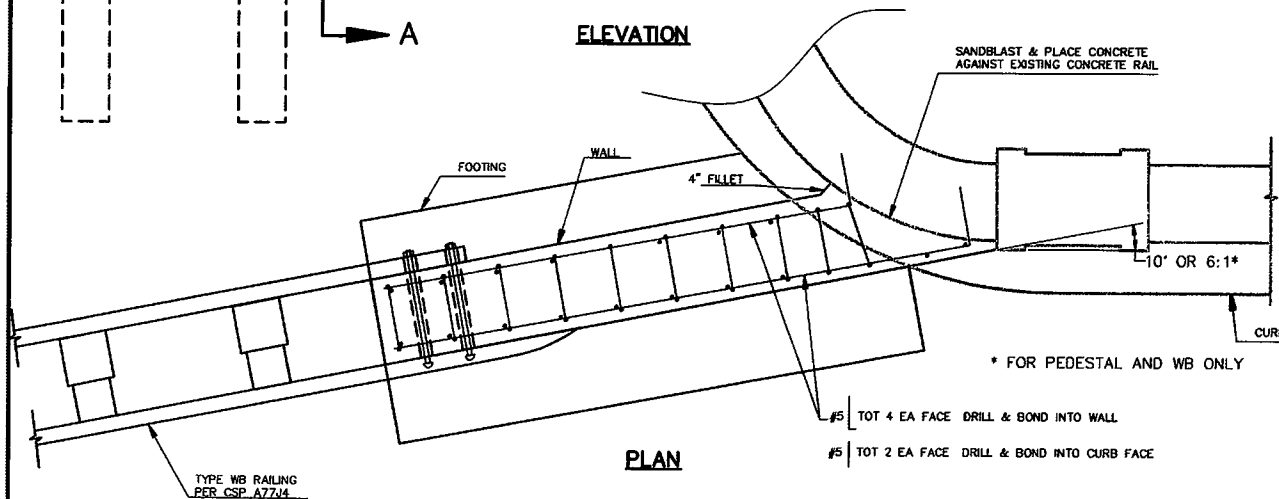


DATE	7/2012
BY	7/2012
CHECKED	7/2012
APPROVED	7/2012
COUNTY OF SAN DIEGO 3555 OVERLAND AVE., SUITE 6101 SAN DIEGO, CA 92112 858.495.3200	
7-8-10	



* DRILL & BOND INTO EXISTING RAIL OR CURB

SECTION A-A



* FOR PEDESTAL AND WB ONLY

DEPARTURE END OF BRIDGE

COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
3555 OVERLAND AVENUE, SAN DIEGO, CA 92112-1200



REVISION	BY	DATE	DESCRIPTION

GUARDRAIL INSTALLATION PLAN
LAKE MORENA SITE 18-A
DEPARTURE END OF BRIDGE (67C-0335)

DESIGNED	1\"/>
----------	-------

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

RFB NO.: 4587

Name of Bidder APW Construction, Inc.
Business Address 727 N. Glendale Ave., La Puente, CA 91744
Place of Residence Monterey Park, CA 91754

LOCATION

The work to be performed under this Contract is located in the vicinity of The County of San Diego, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on the "FY 08-09 Guardrails" locations list approved May 25, 2010 and the Guardrail Installation Plans, contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BASE BID SCHEDULE

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Construction Site Management	LS	LS	LS	\$1,500.00
2.	Prepare Water Pollution Control Program	LS	LS	LS	\$1,000.00
3.	Temporary Fiber Roll	13,500	LF	\$4.50	\$60,750.00
4.	Temporary Gravel Bag	704	EA	\$17.00	\$11,968.00
5.	Temporary Drainage Inlet Protection	3	EA	\$1,075.00	\$3,225.00
6.	Traffic Control	LS	LS	LS	\$115,000.00
7.	Remove Metal Beam Guard Railing	4,331	LF	\$10.25	\$44,392.75
8.	Remove Asphalt Concrete	24	SY	\$55.00	\$1,320.00
9.	Remove Asphalt Concrete Dike	235	LF	\$10.00	\$2,350.00
10.	Reconstruct Fence End Post (Type BW)	4	EA	\$250.00	\$1,000.00
11.	Reconstruct Metal Beam Guard Railing	50	LF	\$24.65	\$1,232.50
12.	Adjust Metal Beam Guard Rail	7,470	LF	\$12.20	\$91,134.00
13.	Remove Concrete	2.5	CY	\$600.00	\$1,500.00
14.	Reset Concrete Barrier (Type K)	40	LF	\$50.00	\$2,000.00
15.	Remove Concrete Barrier (Type K)	200	LF	\$30.00	\$6,000.00
16.	Clearing and Grubbing	LS	LS	LS	\$6,000.00

Name of Bidder APW Construction, Inc.

1/08

2-3

PART 2/COUNTY

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY	\$50.00	\$6,900.00
18.	Imported Borrow	17.5	CY	\$130.00	\$2,275.00
19.	Asphalt Concrete	10.1	TON	\$400.00	\$4,040.00
20.	Asphalt Concrete Overside Drain	1	EA	\$350.00	\$350.00
21.	Place Asphalt Concrete Dike, Type C	235	LF	\$12.00	\$2,820.00
22.	Place Asphalt Concrete Dike, Type F	40	LF	\$12.00	\$480.00
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY	\$65.00	\$1,527.50
24.	Chain Link Fence (Type CL-4)	185	LF	\$28.05	\$5,189.25
25.	Guard Railing Delineator	143	EA	\$23.50	\$3,360.50
26.	Metal Beam Guard Railing	1,179	LF	\$26.00	\$30,654.00
27.	Metal Beam Guard Rating (Type WB)	16	LF	\$187.00	\$2,992.00
28.	Transition Railing (Type WB)	5	EA	\$2,847.00	\$14,235.00
29.	Alternative In-Line Terminal System	18	EA	\$3,128.00	\$56,304.00
30.	Alternative Flared Terminal System	19	EA	\$2,435.00	\$46,265.00
31.	Structural Concrete (Pedestal)	9	CY	\$1,800.00	\$16,200.00
32.	Crash Cushion (TRACC, TL-3)	1	EA	\$21,600.00	\$21,600.00
33.	BMP Maintenance Cost Sharing	1,000	DLR	1.00	1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					\$576,654.50

Name of Bidder APW Construction, Inc.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the Total Bid, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) America Tang, being first duly sworn, deposes and says that he or she is (Title) CEO of (Company) APW Construction, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER



DATE

07-14-2010

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted by the apparent low bidder no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
8	Remove AC	Big Dog Equipment Services, Inc.	3%	881156
9	Remove AC Dike			
13	Remove Concrete	12418 Gruen St. Pacoima, CA 91331		
14	Reset Concrete Bar			
15	Remove Concrete Bar			
17	Roadway Excavation			

TOTAL % SUBCONTRACTED 3%

Name of Bidder APW Construction, Inc.

DESIGNATION OF SUBCONTRACTORS

[illegible]

Name of Bidder APW Construction, Inc. TOTAL % SUBCONTRACTED 3%

DATE: 07/14/2010

ORACLE PROJECT NO. _____

COUNTY OF SAN DIEGO
BIDDER DVBE INFORMATIONPROJECT TITLE: Construction of Metal Beam Guard Railing at Various Locations: Oracle Project No. 1012391BIDDER: APW Construction, Inc.BIDDER REPRESENTATIVE: America Tang

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
3, 4 & 5	Materials	Sam's Equipment & Supplies P.O Box 7797, Fresno, CA 93747	\$ 17,895.84
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ 17,895.84

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____} \%$	3%

NEXT BID

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

RFB NO.: 4587

Name of Bidder WIER CONSTRUCTION CORP.
Business Address ESCONDIDO, CA 92029 2255 BATHAM DR.
Place of Residence ESCONDIDO

LOCATION

The work to be performed under this Contract is located in the vicinity of The County of San Diego, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on the "FY 08-09 Guardrails" locations list approved May 25, 2010 and the Guardrail Installation Plans, contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BASE BID SCHEDULE

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Construction Site Management	LS	LS	LS	1,380.00
2.	Prepare Water Pollution Control Program	LS	LS	LS	805.00
3.	Temporary Fiber Roll	13,500	LF	4.60	62,100
4.	Temporary Gravel Bag	704	EA	2.30	1,619.20
5.	Temporary Drainage Inlet Protection	3	EA	92.00	276.00
6.	Traffic Control	LS	LS	LS	71,875
7.	Remove Metal Beam Guard Railing	4,331	LF	6.90	29,883.90
8.	Remove Asphalt Concrete	24	SY	5.75	138.00
9.	Remove Asphalt Concrete Dike	235	LF	5.75	1,351.25
10.	Reconstruct Fence End Post (Type BW)	4	EA	172.50	690.00
11.	Reconstruct Metal Beam Guard Railing	50	LF	40.25	2,012.50
12.	Adjust Metal Beam Guard Rail	7,470	LF	8.05	60,133.50
13.	Remove Concrete	2.5	CY	149.50	373.75
14.	Reset Concrete Barrier (Type K)	40	LF	5.75	230.00
15.	Remove Concrete Barrier (Type K)	200	LF	5.75	1,150
16.	Clearing and Grubbing	LS	LS	LS	23,000

Name of Bidder WIER CONST. CORP.

1/08

2-3

PART 2/COUNTY

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY		
18.	Imported Borrow	17.5	CY	34.50	4,761
19.	Asphalt Concrete	10.1	TON	46.00	805.00
20.	Asphalt Concrete Overside Drain	1	EA	138.00	1,393.80
21.	Place Asphalt Concrete Dike, Type C	235	LF	1,380	1,380
22.	Place Asphalt Concrete Dike, Type F	40	LF	4.60	1,081
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY	4.60	184.00
24.	Chain Link Fence (Type CL-4)	185	LF	28.75	675.63
25.	Guard Railing Delineator	143	EA	34.50	6,382.50
26.	Metal Beam Guard Railing	1,179	LF	17.25	2,466.75
27.	Metal Beam Guard Rating (Type WB)	16	LF	34.50	672.00
28.	Transition Railing (Type WB)	5	EA	34.50	552 -
29.	Alternative In-Line Terminal System	18	EA	4,025 -	20,125 -
30.	Alternative Flared Terminal System	19	EA	2,817.50	50,715 -
31.	Structural Concrete (Pedestal)	9	CY	3,162.50	60,087.50
32.	Crash Cushion (TRACC, TL-3)	1	EA	1,380	12,420
33.	BMP Maintenance Cost Sharing	1,000	DLR	17,825 1.00	17,825 1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					489,547.78

Name of Bidder WIER CONST. CORP.

1/08

2-3a (Addendum No. 2)

PART 2/COUNTY

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
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The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the Total Bid, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) BRIAN J. WIER, being first duly sworn, deposes and says that he or she is (Title) VICE PRESIDENT of (Company) WIER CONST. CORP. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 

DATE 7/15/26

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies):

N/A

If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency)

Certification #:

N/A

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- 4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

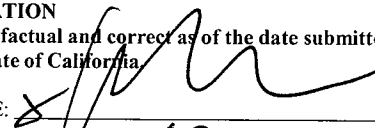
CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME:

BRYAN J. WIER

SIGNATURE:



TITLE:

VICE PRESIDENT

DATE:

11/15/10

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
			NONE	
			↓	
			↓	

TOTAL % SUBCONTRACTED _____

Name of Bidder WIER CONST. CORP.

DESIGNATION OF SUBCONTRACTORS

[illegible]

Name of Bidder WIER CONST. CORP.

BIDDER'S BOND**KNOW ALL MEN BY THESE PRESENTS:**That we Wier Construction Corporationas Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid (10% of Bid Amount)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 7/15/10 for
DATE

Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 12th day of July A.D. 2010.

Wier Construction Corporation

(SEAL)

Western Surety Company

(SEAL)

(SEAL)

Bart Stewart, Attorney-in-Fact

(SEAL)

(SEAL)

Bart Stewart, Attorney-in-Fact

(SEAL)

Surety

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)

ss

*** See Attached Certificate ***

COUNTY OF _____)

On this _____ day of _____ in the year 20____ before me

appeared _____ a notary public in and for said County and State personally known to me (or proved to me on the basis of satisfactory evidence) to

be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for
Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney.

Notary Public In and for the County of _____

_____ State of California

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott T Ries, Sharon E Ries, Bart Stewart, Individually

of Encinitas, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of January, 2010.



WESTERN SURETY COMPANY

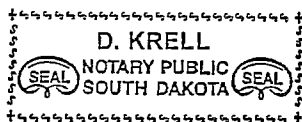
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of January, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of July, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 07-12-10

Date

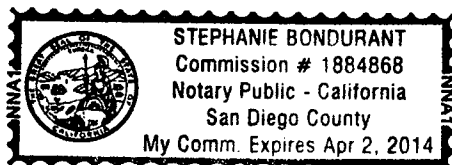
before me,

Stephanie Bondurant, Notary Public

Here Insert Name and Title of the Officer

personally appeared Bart Stewart

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bart Stewart

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

DATE: 7/15/10

ORACLE PROJECT NO. 1012391

COUNTY OF SAN DIEGO
BIDDER DVBE INFORMATION

PROJECT TITLE: Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

BIDDER: Wier Const. Corp.

BIDDER REPRESENTATIVE: BRUCE WIER

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
		* NONE *	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____} \%$	3%

NEXT BID

**CONTRACT DOCUMENTS
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391**

BID OPENING DATE: July 15, 2010

BID NO.: 4587

**A DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)
PARTICIPATION GOAL OF THREE PERCENT (3%) IS REQUIRED
FOR CONTRACT BIDS EXCEEDING \$500,000**

SPECIAL NOTICE

Disabled Veterans Business Enterprise (DVBE): Attention is directed to pages 1-6 through 1-8 of the contract documents concerning the DVBE participation goal. These pages contain specific requirements for Good Faith Effort (GFE) and documentation submittal. GFE submittals must include required individual solicitation of DVBE firms and appropriate supporting documentation.

SPECIAL NOTICE

Addenda and Interpretations: The Owner will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing and forwarded via e-mail to Hugo.Mora@sdcounty.ca.gov and Luis.Perez@sdcounty.ca.gov and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County BuyNet website at <http://buynet.sdcounty.ca.gov>. It is the responsibility of all prospective bidders to check the County BuyNet website for any updates to contract documents. All addenda so issued shall become part of the Contract Documents.



COUNTY OF SAN DIEGO

DEPARTMENT OF PUBLIC WORKS
BUILDING 2, 5555 OVERLAND AVENUE
SAN DIEGO, CA 92123

COUNTY

CONTRACT DOCUMENTS
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

BID OPENING DATE: July 15, 2010


Any questions relative to this project, prior to execution of the Contract, should be directed to:

Hugo Mora, Procurement Contracting Officer
Email: Hugo.Mora@sdcounty.ca.gov

AND

Luis Perez, Civil Engineer
E-mail: Luis.Perez@sdcounty.ca.gov

RECOMMENDED BY:

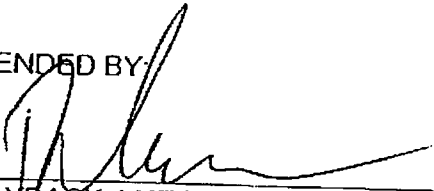


STEVE RON, Project Manager
Department of Public Works

5/24/10

Date

RECOMMENDED BY:

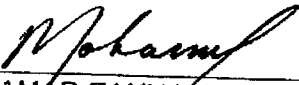


TERRY RAYBACK, LUEG Program Manager
Department of Public Works

5/24/10

Date

APPROVED BY:



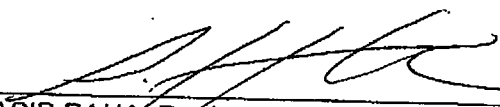
MOHAMAD FAKHREDDINE, Deputy Director
Department of Public Works

5/24/10

Date

CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

The Special Provisions - Technical Provisions herein have been prepared by or under the direction of the following Registered Professional Engineer(s):


HASIB BAHHA, Registered Civil Engineer



5-24-10
Date

Seal

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CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

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PART I

BIDDING INFORMATION

NOTICE TO CONTRACTORS INVITING BIDS

The County of San Diego, Owner, invites sealed bids for:

CONSTRUCTION OF METAL BEAM GUARD RAILING AT VARIOUS LOCATIONS ORACLE PROJECT NO. 1012391

Sealed bids will be received at the Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, California 92131, until 2:00 p.m. on July 15, 2010, at which time they will be publicly opened and read aloud at said office.

The Contractor shall possess, at the time of submitting the bid, a California contractor's license, Classification A, General Engineering Contractor, or Classification C-13, Fencing Contractor.

A Disabled Veterans Business Enterprise (DVBE) goal of three percent (3%) is established for contract awards exceeding \$500,000. For purposes of clarification regarding Board of Supervisors Policy, "B-39a, Disabled Veterans Business Enterprise Program" bidders are encouraged but not required to meet the 3% goal or provide a Good Faith Effort if bid submittal is \$500,000 or less (including base bid and all additive alternates, if applicable).

Engineer's Estimate of the work is as follows:

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
1.	Lump Sum	Construction Site Management
2.	Lump Sum	Prepare Water Pollution Control Program
3.	13,500 LF	Temporary Fiber Roll
4.	704 EA	Temporary Gravel Bag
5.	3 EA	Temporary Drainage Inlet Protection
6.	Lump Sum	Traffic Control
7.	4,331 LF	Remove Metal Beam Guard Railing
8.	24 SY	Remove Asphalt Concrete
9.	235 LF	Remove Asphalt Concrete Dike
10.	4 EA	Reconstruct Fence End Post (Type BW)
11.	50 LF	Reconstruct Metal Beam Guard Railing
12.	7,470 LF	Adjust Metal Beam Guard Railing
13.	2.5 CY	Remove Concrete
14.	40 LF	Reset Concrete Barrier (Type K)
15.	200 LF	Remove Concrete Barrier (Type K)
16.	Lump Sum	Clearing and Grubbing
17.	138 CY	Roadway Excavation
18.	17.5 CY	Imported Borrow
19.	10.1 TON	Asphalt Concrete
20.	1 EA	Asphalt Concrete Overside Drain
21.	235 LF	Place Asphalt Concrete Dike, Type C
22.	40 LF	Place Asphalt Concrete Dike, Type F
23.	23.5 SY	Place Asphalt Concrete (Miscellaneous Area)
24.	185 LF	Chain Link Fence (Type CL-4)
25.	143 EA	Guard Railing Delineator
26.	1,179 LF	Metal Beam Guard Railing

27.	16 LF	Metal Beam Guard Railing (Type WB)
28.	6 EA	Transition Railing (Type WB)
29.	18 EA	Alternative In-Line Terminal System
30.	19 EA	Alternative Flared Terminal System
31.	5.5 CY	Structural Concrete (Pedestal)
32.	1,000 DLR	BMP Maintenance Cost Sharing
33.	10,000 DLR	Field Orders

Work to be Done consists in general of installation, removal, replacement and adjustment of metal beam guard railing at various locations in the unincorporated areas of San Diego County. Work includes removal and placement of asphalt concrete and asphalt concrete dike, roadway excavation, installing chain link fence, traffic control, preparing water pollution control program and water pollution control.

The project is located in the vicinity of the County of San Diego. The cost of construction is estimated to be from \$500,000 to \$585,000.

Contract Documents, including Plans, Specifications, and Proposal Forms are available to be downloaded, free of charge, from the Department of Purchasing and Contracting BuyNet website at: <http://buynet.sdcounty.ca.gov>.

Full-size plans for this project are not available for purchase.

Soils reports are not available for this project.

Cross sections are not available for this project.

The Standard Specifications for this project are the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The State Department of Transportation publication "Labor Surcharge and Equipment Rental Rates" in effect the date the work is accomplished, is incorporated by reference into these Contract Documents.

Disabled Veterans Business Enterprise (DVBE) Participation: The Owner, as a matter of policy, encourages the participation of disabled veteran owned businesses. County of San Diego, Board of Supervisor DVBE policy is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. General information concerning the State of California DVBE program may be found at <http://www.pd.dgs.ca.gov/smbus/default.htm>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

For purposes of clarification regarding Board of Supervisors Policy, "B-39a, Disabled Veterans Business Enterprise Program" bidders are encouraged but not required to meet the 3% goal or provide a Good Faith Effort if bid submittal is \$500,000 or less (including base bid and all additive alternates, if applicable).

Bid Security in the form of cash, or a certified or cashier's check, or a Bidder's Bond for at least ten percent of the bid amount executed by a corporation duly authorized to issue bonds in the State of California shall accompany the bid.

Performance and Payment Bonds: The successful bidder will be required to furnish a Performance Bond for one hundred percent, and a Payment Bond for one hundred percent of the Contract amount.

Wage Rates: This project is a "public work" in accordance with Labor Code § 1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the contract are paid the correct prevailing wage rate of wages.

The Owner has obtained from the Director of the Department of Industrial Relations said Director's General Prevailing Wage Determinations for the locality in which the work is to be performed. Said determinations are on file and available for review at the Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, California 92131 and are available from the Department of Industrial Relations at <http://www.dir.ca.gov/DLSR/PWD>. Not less than these rates shall be paid to all workers employed on the project.

Contractor Labor Code Compliance: Each Contractor and subcontractor shall comply with California Labor Code, including but not limited to Sections 1776 and 1777.5.

Contractors Licensing Laws: Attention is directed to the Contractors License Law, Section 7000 and following of the Business and Professions Code concerning the licensing of contractors. Any bidder or contractor not properly licensed may be subject to the penalties provided and will not be considered for award of this Contract. Contractors are required by law to be licensed and are regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, CA, 95827. Contractors are required to be properly licensed in California on the date bids are submitted (Bus. & Prof. Code, § 7028.15), unless federal funds are involved. If federal funds are involved, the bidder shall be properly licensed in California at the time the contract is awarded (Pub. Contract Code, § 20103.5). In this case, failure of the bidder to obtain proper and adequate licensing for an award of this Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's address, the name of the project for which the bid is submitted, and the appropriate State Contractor's License designation held by the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

County of San Diego, Department of Purchasing and Contracting
RFB 4587 – Metal Beam Guard Railing at Various Locations
10089 Willow Creek Road, Suite 150
San Diego, CA 92131

It is the responsibility of the bidder to ensure the bid is submitted in proper time.

The Board reserves the right to reject any or all bids and to waive any informality or irregularity in the bids or bidding.

Withdrawal of bids shall not be permitted for a period of seventy-five (75) days after the date set for the opening thereof.

Monies withheld by the Owner to ensure performance under the Contract may be released in accordance with Public Contract Code Section 22300 and these Contract Documents.

Electrician Certification and Labor Compliance: It is the sole responsibility of the contractor, if applicable, to ensure compliance with CA Labor Code 3099-3099.5 regarding electrician certification requirements. All General Electricians and Fire/Life Safety Technicians in the employ of C-10 contractors must be certified in order to perform electrical work in CA. Information on the electrician certification program may be obtained at the Division of Apprenticeship Standards (DAS) at <http://www.dir.ca.gov/DAS/ElectricalTrade.htm>.

Preliminary Notices and Stop Notices: Preliminary (Public Work) Notices and Stop Notices shall be filed, if applicable, in accordance with California Civil Code Sections 3098, 3111, 3158, 3181, 3183, 3184, 3241 and 3252. For the Department of Public Works construction contracts notices shall be delivered to:

County of San Diego Operations Center
Department of Public Works
Construction Engineering
5555 Overland Avenue, Suite 5101
San Diego, CA 92123-1248

Air Pollution Compliance: The Contractor shall be in compliance with all federal, state, and local laws and regulations applicable to the Contractor.

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

INFORMATION FOR BIDDERS

The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and the modifications to said Section 2 contained in Part VII of these Contract Documents.

The prospective bidder shall prepare the Proposal and Bond as provided therein, and failure to do so may be cause for rejection.

PREPARATION OF PROPOSAL FORMS

Preparation: The Owner invites proposals, on the forms posted on the Department of Purchasing and Contracting's BuyNet website under "Documents to be Executed by Bidder," to be submitted on or before the time and place set for the opening of bids in the published "Notice to Contractors Inviting Bids." Proposals not presented on forms so furnished will be disregarded. All downloaded and printed forms must be consistent and conform to the P&C official posted documents.

These Contract Documents on the Department of Purchasing and Contracting BuyNet website contain the Proposal forms (Part II), together with the Notice to Contractors, Contract and Special Provisions. Part II of these Contract Documents shall be returned in a sealed envelope bearing on the outside the name of the bidder, bidder's address, the name of the project for which the bid is submitted, and the appropriate State Contractor's License designation held by the bidder.

The Proposal must be executed in accordance with the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the Proposal and the Bidder's Bond must be the same as the name of the bidder shown on other parts of these forms, (showing the name as "J. E. Doe" and the signature as "John E. Doe" may be considered as an irregularity).

Modifications on the Submitted Proposal: Modifications, changes or additions to the Proposal may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Proposal. Alternate proposals will not be considered unless called for.

Competency of Bidders: No award will be made to a Contractor who, in accordance with Chapter 9, Division 3, Business and Professions Code, is not properly licensed to do the described work and who has not purchased Contract Documents as specified in the "Notice to Contractors Inviting Bids."

Prospective bidders may be required to file with the Owner answers to questions contained in a questionnaire and a financial statement including a complete statement of their financial ability and experience in performing previous public works of a similar nature.

DOCUMENTS SUPPLEMENTING THE PROPOSAL

Bid Security: Each bid shall be accompanied by cash, a certified or cashier's check, or a bidder's bond executed by a corporation duly authorized to issue bonds in the State of California. Cash, check or bond shall be in the amount of not less than ten (10) percent of the maximum amount of the bid. Check or bond shall be made payable to the order of the Owner designated in the Notice to Contractors Inviting Bids. Said cash, check or bond shall be given as a guarantee that the bidder will, within the period specified after being requested to do so by the Owner, enter into a contract and provide the required bonds if awarded the work; if the bidder to whom the work has been awarded and to whom the request has been made refuses or fails to enter into said contract and provide the required bonds within the specified time, the cash or check shall be forfeited to the Owner or the principal and surety on the bond shall be liable to the Owner for the principal amount thereof in accordance with its terms. If the lowest responsible bid is not accepted by the Owner within the period specified following the date set for the opening of bids, or for such further period of time as may be agreed upon in writing between the Owner and the bidder concerned, or if the bidder to whom the contract is awarded executes and delivers to the Owner the required Contract Documents, the amount of the cash or certified or cashier's check will be returned to the bidder. Attention is directed to the requirement noted on the contract bonds that the Attorney-in-Fact shall attach a certified copy of the Power of Attorney.

Designation of Subcontractor: The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB. If no subcontractors are to be designated, enter the word "NONE."

The attention of the bidder is directed to Section 8-1.01, "Subcontracting," of the Standard Specifications which requires the Contractor to perform with its own forces contracting work amounting to at least fifty percent (50%) of the total contract price, unless said percentage is changed in the Special Provisions of these Contract Documents.

AMENDMENTS AND INTERPRETATION OF CONTRACT UNIT

Addenda and Interpretations: The Owner will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing and forwarded via e-mail to Hugo.Mora@sdcounty.ca.gov and Luis.Perez@sdcounty.ca.gov and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County BuyNet website at <http://buynet.sdcounty.ca.gov>. It is the responsibility of all prospective bidders to check the County BuyNet website for any updates to contract documents. All addenda so issued shall become part of the Contract Documents.

Interpretation of Estimated Quantities: An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the Proposal, Special Provisions, or shown on the construction plans. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication guarantee that the actual quantities involved will correspond exactly therewith. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

Rejection of Proposals:

The Owner reserves the right to reject any or all proposals and the right to waive technicalities if such waiver is in its best interest and conforms to local laws and ordinances pertaining to the letting of construction contracts. Bids in which the prices are obviously unbalanced may be rejected.

AWARD AND EXECUTION OF THE CONTRACT

The bidder's attention is directed to Section 3, "Award and Execution of Contract," of the Standard Specifications, the modifications to said Section 3 contained in Part VII of these Contract Documents and to Part III of these Contract Documents which contains all the documents the successful bidder shall execute.

Notice of Intent: For purposes of clarification regarding Board of Supervisors Policy A-97, "Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the Notice of Intent (NOI).

Award of the Contract: The proposals will be compared on the basis of the total of all contract bid items, including those bid items listed in alternate bid schedules and additive bid items, if any, in combinations as stipulated in the Proposal which may be selected by the Owner.

Cancellation of Award: The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a Contract has been fully executed by all parties and is approved by the Owner.

PROTEST PROCEDURES

Protest of contract award must be made in writing and shall be filed with the Contracting Officer identified in the Contract Document. Protests must be filed within five (5) business days after a Notice of Intent to award the contract has been posted in a public place in the County's Contracting Office or County Internet website. Protests must conform to the requirements of Board of Supervisors Policy "A-97 Protest Procedures for Award of Contracts". The policy is available for review at <http://www.sdcounty.ca.gov/cob/docs/policy/A-97.pdf>

For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract on BuyNet (<http://buynet.sdcounty.ca.gov>) is equivalent to the posting of the Notice of Intent (NOI) to award.

**GENERAL INFORMATION REGARDING COMPLIANCE WITH
DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM**

1. Disabled Veterans Business Enterprises will be afforded full opportunity to submit bids in response to this invitation. DVBE firms bidding as prime contractors will automatically meet a Disabled Veterans Business Enterprise (DVBE) participation goal.
2. Certified DVBE Information is available at the California State Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certifications (OSDC) website:

Information can be viewed or downloaded from:

<http://www.documents.dgs.ca.gov/pd/smallbus/DVALLDIR.pdf>

DISABLED VETERANS BUSINESS ENTERPRISE PROGRAM

1. Board of Supervisors Policy B-39a

Board of Supervisors Policy B-39a states that Disabled Veterans Business Enterprises (DVBEs) will be afforded maximum opportunity to compete for all County contracts; provides for the establishment of DVBE participation goals; and requires that potential contractors demonstrate a "good faith effort" if the goals are not achieved on a particular contract.

The policy can be downloaded at <http://www.sdcountry.ca.gov/cob/docs/policy/B-39a.pdf>.

2. Objectives

The following goal is imposed to recognize the service of disabled veterans to our country.

3. DVBE Goal for the Project

A DVBE participation goal of three percent (3%) is required for bids exceeding \$500,000. A bidder who fails to meet this goal or to make a good faith effort to do so, as defined in paragraph 6 below, shall be declared non-responsive.

For purposes of clarification regarding Board of Supervisors Policy, "B-39a, Disabled Veterans Business Enterprise Program" bidders are encouraged but not required to meet the 3% goal or provide a Good Faith Effort if bid submittal is \$500,000 or less (including base bid and all additive alternates, if applicable).

4. DVBE Subcontractor Documentation

The bidder shall designate all licensed subcontractors at the time of bid submittal in accordance with the instructions on the form titled DESIGNATION OF SUBCONTRACTORS contained in Part II of these Contract Documents. In addition, the bidder shall include information regarding DVBE prime contractors, subcontractors, and vendors (material suppliers and service providers) on the BIDDER DVBE INFORMATION form (page 2-10) with the bid. "Good Faith Effort Documentation" shall be submitted in accordance with Item 7 below.

5. Credit Toward the Goal for DVBE Prime Contractors, Subcontractors and Vendors

A DVBE prime contractor automatically meets a DVBE goal for a project.

The total dollar amount paid to DVBE Subcontractors and vendors shall be credited toward meeting the DVBE goal for this project, when performed for a commercially useful function.

6. Good Faith Effort Defined

a. A bidder who fails to meet the DVBE goal for this project must have made a good faith effort to meet the goal prior to the time bids are opened.

b. In evaluating the good faith effort of a bidder, the Owner shall consider the following criteria:

- 1) The bidder solicited certified DVBEs to perform work or provide supplies or services for the project. Good faith effort shall include solicitation of individual certified DVBEs. Record of firms solicited shall be included in the Documentation of Good Faith Effort submittal.

Solicitations conducted must be documented in the Documentation of Good Faith Effort. DVBE firms solicited must be licensed for appropriate work on this project, and must be physically located within the County of San Diego, or have indicated they would consider work in San Diego Service Region 11.

Good Faith Efforts not adequately documented shall be considered non-responsive.

- 2) Where DVBE bids were rejected, the bidder provided the reasons for the rejections. If no bids received from DVBEs, the bidder shall so indicate in the Documentation of Good Faith Effort submittal.
- 3) Contact with local DVBE organizations to identify DVBE firms is encouraged but is not a requirement for the Documentation of Good Faith Effort submitted to the Owner.
- 4) Due to relatively short project solicitation periods, the Owner does not require advertising in trade and focus publications as a condition of satisfying the good faith effort for the DVBE goal. Advertising alone without direct solicitation of DVBE firms as required in paragraph 1) above does not satisfy the Good Faith Effort.

7. Good Faith Effort Documentation

If a DVBE goal is not met, the bidder, in addition to the BIDDER DVBE INFORMATION form (page 2-10) submitted with the bid, is also required to submit the Documentation of Good Faith Effort (pages 2-12 through 2-14; and supporting documentation) either with the bid or within timeframes stipulated.

If a DVBE goal is met, only the BIDDER DVBE INFORMATION form (page 2-10), contained in these Contract Documents, is required with the bid.

Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates they will meet the stated DVBE goal, they should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of the contract in the event the County, in its review, finds that the DVBE goal has not been met.

The DVBE Good Faith Effort must be submitted on the DOCUMENTATION OF GOOD FAITH EFFORT forms (pages 2-12 through 2-14) contained in these Contract Documents and shall include sufficient supporting documentation to validate the solicitations conducted.

If the documentation of Good Faith Effort is not submitted with the bid, the low bidder and the second low bidder shall deliver their Documentation of Good Faith Effort to the Procurement Contracting Officer stated on the page following the cover page of these contract documents by no later than 2:00 p.m. on the second business day following the bid opening date. E-mail of required documents is acceptable.

8. Protest Procedure for DVBE

A bidder who does not attain the project DVBE goal and has not made a "good faith effort" shall be declared non-responsive. A bidder so declared may file a protest in writing with the Director, Department of Purchasing and Contracting within five (5) business days of the notification of the declaration, in accordance with Board of Supervisor Policy A-97 "Protest Procedures for Award of Contract" located at <http://www.sdcountry.ca.gov/cob/docs/policy/A-97.pdf>.

9. DVBE Certification

Eligible contractors, subcontractors and vendors wishing to participate as DVBEs on this project must be certified by the California State Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC), and have a current certification on the date bids are opened.

Information regarding certification and/or a list of certified DVBEs can be obtained by visiting the Department of General Services site at <http://www.pd.dgs.ca.gov/smbus/default.htm>.

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

RFB NO.: 4587

Name of Bidder FENCECORP INC.
Business Address 882 N. MAIN ST., RIVERSIDE CA 92501
Place of Residence MURRIETA, CA.

LOCATION

The work to be performed under this Contract is located in the vicinity of The County of San Diego, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on the "FY 08-09 Guardrails" locations list approved May 25, 2010 and the Guardrail Installation Plans, contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BASE BID SCHEDULE

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Construction Site Management	LS	LS	LS	1,000 ⁰⁰
2.	Prepare Water Pollution Control Program	LS	LS	LS	500 ⁰⁰
3.	Temporary Fiber Roll	13,500	LF	4 ¹⁴	55,890 ⁰⁰
4.	Temporary Gravel Bag	704	EA	4 ⁵⁰	3,168 ⁰⁰
5.	Temporary Drainage Inlet Protection	3	EA	245 ⁷⁰	735 ⁹⁰
6.	Traffic Control	LS	LS	LS	46,000 ⁰⁰
7.	Remove Metal Beam Guard Railing	4,331	LF	7 ⁵⁰	32,482 ⁵⁰
8.	Remove Asphalt Concrete	24	SY	80 ⁵⁰	1,932 ⁰⁰
9.	Remove Asphalt Concrete Dike	235	LF	19 ⁵⁰	4,582 ⁵⁰
10.	Reconstruct Fence End Post (Type BW)	4	EA	50 ⁰⁰	200 ⁰⁰
11.	Reconstruct Metal Beam Guard Railing	50	LF	18 ⁵⁰	925 ⁰⁰
12.	Adjust Metal Beam Guard Rail	7,470	LF	9 ⁴⁰	70,218 ⁰⁰
13.	Remove Concrete	2.5	CY	495 ⁰⁰	1,137 ⁵⁰
14.	Reset Concrete Barrier (Type K)	40	LF	52 ⁹⁰	2,116 ⁰⁰
15.	Remove Concrete Barrier (Type K)	200	LF	31 ⁰⁰	6,200 ⁰⁰
16.	Clearing and Grubbing	LS	LS	LS	12,650 ⁰⁰

Name of Bidder Fence Corp Inc.

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY	155 ²⁵	21,424 ⁵⁰
18.	Imported Borrow	17.5	CY	105 ⁸⁰	1,851 ⁵⁰
19.	Asphalt Concrete	10.1	TON	218 ⁵⁰	2,206 ⁸⁵
20.	Asphalt Concrete Overside Drain	1	EA	805 ⁰⁰	805 ⁰⁰
21.	Place Asphalt Concrete Dike, Type C	235	LF	22 ¹⁰	5,195 ⁵⁰
22.	Place Asphalt Concrete Dike, Type F	40	LF	22 ¹⁰	884 ⁰⁰
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY	46 ⁰⁰	1,081 ⁰⁰
24.	Chain Link Fence (Type CL-4)	185	LF	30 ⁰⁰	5,550 ⁰⁰
25.	Guard Railing Delineator	143	EA	20 ⁰⁰	2,860 ⁰⁰
26.	Metal Beam Guard Railing	1,179	LF	22 ⁴⁵	26,468 ⁵⁵
27.	Metal Beam Guard Rating (Type WB)	16	LF	20 ⁰⁰	320 ⁰⁰
28.	Transition Railing (Type WB)	5	EA	2,350 ⁰⁰	11,750 ⁰⁰
29.	Alternative In-Line Terminal System	18	EA	2,400 ⁰⁰	43,200 ⁰⁰
30.	Alternative Flared Terminal System	19	EA	2,150 ⁰⁰	40,850 ⁰⁰
31.	Structural Concrete (Pedestal)	9	CY	747 ⁵⁰	6,727 ⁵⁰
32.	Crash Cushion (TRACC, TL-3)	1	EA	21,500 ⁰⁰	21,500 ⁰⁰
33.	BMP Maintenance Cost Sharing	1,000	DLR	1.00	1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					443,409 ⁸⁰

Name of Bidder FENCECORP INC.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the Total Bid, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

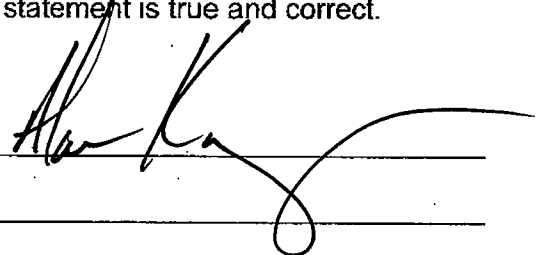
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) ALAN KAY, being first duly sworn, deposes and says that he or she is (Title) EXEC VP of (Company) FENCECORP INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER

DATE

7/15/10



DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
3-6 89, 13-23	SEE ATTACHED LIST FOR ITEM #'S	DREAM BUILDERS 1361 E. GARTEN DR PLACENTIA, CA 92870	35%	873436

TOTAL % SUBCONTRACTED 35%

Name of Bidder FENCECORP INC

DESIGNATION OF SUBCONTRACTORS

[illegible]

Name of Bidder FENCELORD INC.

TOTAL % SUBCONTRACTED 35%

FOR: Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

Accompanying this proposal is BID BOND

(NOTICE: Insert the words "cash (\$ 10%), "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

FENCECORP INC.

DALE MARRIOTT - PRES

ALAN KAY - SEC, TREAS, EXEC VP

JEFF RUT - VP, MANAGER

Licensed in accordance with an act providing for the registration of Contractors,

License No. 886544

Classification (s) B, C-13

Exp. Date 10/31/10

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

SIGN
HERE

FENCECORP INC.
Legal Name of Bidder
by Alan Kay (SEAL)
Signature
Exec VP
Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 882 N. MAIN ST., RIVERSIDE, CA. 92501

Telephone (951) 686-3170

Fax (951) 686-0567

E-Mail address a.kay@fencecorp.us

Dated 7/15/10, 20 10, at RIVERSIDE California.

DATE: 7/15/10ORACLE PROJECT NO. 1012391COUNTY OF SAN DIEGO
BIDDER DVBE INFORMATIONPROJECT TITLE: Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391BIDDER: FENCECORP INC.BIDDER REPRESENTATIVE: Alan Kay

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
6	PARTIAL TRAFFIC CONTROL	530-246-7836 #1249460 TITAN - REDDING CA	13,302 ⁵⁰
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ 13,302 ⁵⁰

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{.03}{1} \times 100 = 3\%$	3%

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we FenceCorp., Inc.as Principal, and
Western Surety Company

as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent (10%) of the total bid amount (\$---)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on July 15, 2010 for
DATE

Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 14th day of July A.D. 2010.Western Surety Company(SEAL) FenceCorp., Inc.

(SEAL)

By: Julia B. Cladding, Attorney-In-Fact

(SEAL)

(SEAL)

Julia B. Cladding, Attorney-In-Fact

(SEAL)

(SEAL)

Surety

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

ss

On this _____ day of _____ in the year 20____ before me

_____ a notary public in and for said County and State personally appeared _____ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for
Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney.

Notary Public In and for the County of _____

State of California

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kenneth A Coate, Julia B Gladding, Individually

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2008.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

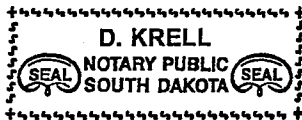
State of South Dakota
County of Minnehaha

} ss

On this 17th day of October, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of JUL 14 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

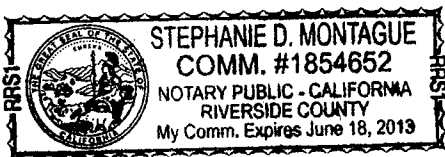
County of Riverside

On JUL 14 2010
Date

before me, Stephanie D. Montague, Notary Public
Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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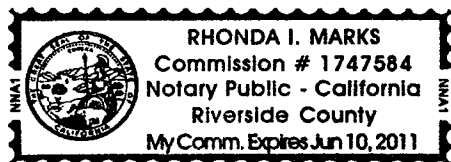
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On July 15, 2010 before me, Rhonda I. Marks, notary public,
Date Here Insert Name and Title of the Officer

personally appeared Alan Kay
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rhonda I. Marks
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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NEXT BID

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

RFB NO.: 4587

Name of Bidder Area West Fence Co.
Business Address 12566 Vigilante Rd Lakeside CA 92040
Place of Residence _____

LOCATION

The work to be performed under this Contract is located in the vicinity of The County of San Diego, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on the "FY 08-09 Guardrails" locations list approved May 25, 2010 and the Guardrail Installation Plans, contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BASE BID SCHEDULE

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Construction Site Management	LS	LS	LS	26,000. ⁰⁰
2.	Prepare Water Pollution Control Program	LS	LS	LS	4,725. ⁰⁰
3.	Temporary Fiber Roll	13,500	LF	3.36	45,360. ⁰⁰
4.	Temporary Gravel Bag	704	EA	4.41	3,104. ⁶⁴
5.	Temporary Drainage Inlet Protection	3	EA	153. ⁴⁸	460. ⁴⁴
6.	Traffic Control	LS	LS	LS	131,582. ¹¹
7.	Remove Metal Beam Guard Railing	4,331	LF	8.23	35,644. ¹³
8.	Remove Asphalt Concrete	24	SY	47.53	1,140. ⁷²
9.	Remove Asphalt Concrete Dike	235	LF	2.28	535. ⁸⁰
10.	Reconstruct Fence End Post (Type BW)	4	EA	175. ⁵⁰	702. ⁰⁰
11.	Reconstruct Metal Beam Guard Railing	50	LF	21.48	1074. ⁰⁰
12.	Adjust Metal Beam Guard Rail	7,470	LF	12.40	92,628. ⁰⁰
13.	Remove Concrete	2.5	CY	291.43	728. ⁵⁸
14.	Reset Concrete Barrier (Type K)	40	LF	13.40	536. ⁰⁰
15.	Remove Concrete Barrier (Type K)	200	LF	21. ⁰⁰	4,200. ⁰⁰
16.	Clearing and Grubbing	LS	LS	LS	10,453. ⁴³

Name of Bidder _____

AREA-WEST FENCE CO.

1/08

PART 2/COUNTY

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY	162.27	22,393.26
18.	Imported Borrow	17.5	CY	306.19	5,358.33
19.	Asphalt Concrete	10.1	TON	593.25	5,991.83
20.	Asphalt Concrete Overside Drain	1	EA	262.50	262.50
21.	Place Asphalt Concrete Dike, Type C	235	LF	36.49	8,575.15
22.	Place Asphalt Concrete Dike, Type F	40	LF	36.49	1,459.60
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY	89.25	2,097.38
24.	Chain Link Fence (Type CL-4)	185	LF	22.63	4,186.55
25.	Guard Railing Delineator	143	EA	15.90	2,273.70
26.	Metal Beam Guard Railing	1,179	LF	21.64	25,513.56
27.	Metal Beam Guard Rating (Type WB)	16	LF	30.00	480.00
28.	Transition Railing (Type WB)	5	EA	3778.40	18,892.00
29.	Alternative In-Line Terminal System	18	EA	3024.77	54,445.86
30.	Alternative Flared Terminal System	19	EA	2596.28	49,329.32
31.	Structural Concrete (Pedestal)	9	CY	1904.94	17,144.46
32.	Crash Cushion (TRACC, TL-3)	1	EA	21,417.00	21,417.00
33.	BMP Maintenance Cost Sharing	1,000	DLR	1.00	1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					609,695.35

Name of Bidder AREA WEST FENCE CO.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the Total Bid, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) Santo Pernicano, being first duly sworn, deposes and says that he or she is (Title) President of (Company) Area West Fence Co the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER _____

DATE _____

7/15/2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 7/15/2010

Date

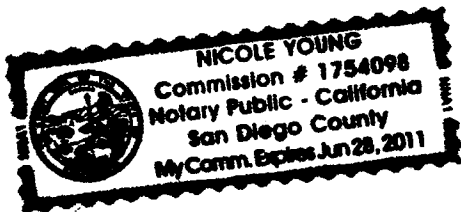
before me,

Nicole Young, Notary Public

Here Insert Name and Title of the Officer

personally appeared Santo Pernisano

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies):

N/A
If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency)

Certification #:

N/A

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- 4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: Santo Pernicano SIGNATURE: _____

TITLE: President

DATE: 1/15/2010

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted **by the apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
19, 20 21, 22 23	ASPHALT, ASPHALT DEFE	AC DEFE 2788 Venture Dr Lincoln, Ca 95648	2.8%	# 407417
2, 3 4, 5	SWPPP, FIBER Rolls, Gravel Bags,	GST 502 S Guineas St ESCONDIDO, CA 92225	6.3%	# 847034
31 32 33	CONCRETE WORK	VETERANS Construction 3015 Smart Charles San Diego, CA 92119	3.4%	# 1029779 OVBE

CA 329241

TOTAL % SUBCONTRACTED _____

Name of Bidder_ AREA-WEST FENCE CO.

DESIGNATION OF SUBCONTRACTORS

[illegible]

TOTAL % SUBCONTRACTED _____

Name of Bidder__

AREA-WEST FENCE CO.

FOR: Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

Accompanying this proposal is Bidder's Bond

(NOTICE: Insert the words "cash (\$ ten percent of bid amount)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Area West Fence Co
Santo Pernicano - President, CFO
Cynthia Pernicano - Secretary
Nicole Young - Vice President

Licensed in accordance with an act providing for the registration of Contractors,

License No. 737398 Classification (s) C-13 Exp. Date 6/2011

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

SIGN
HERE

Area West Fence Co ~ Santo Pernicano
Legal Name of Bidder

by [Signature] (SEAL)
Signature

President
Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 12566 Vigilante Rd ~ Lakeside CA 92040

Telephone (619) 561-4900 Fax (619) 561-4944

E-Mail address info@areawestfence.com

Dated July 15, 20 10, at Lakeside California.

BOND NO. n/a

That we Area West Fence Co., Inc.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent of amount bid

COUNTY/BIDDER'S BOND - PAGE 1

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 014646

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name
ANNE WRIGHT
CYNDI BELLMAN

Address
BOTH OF
LaMESA,
CALIFORNIA

Limit of Power
BOTH
\$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of, JUNE, 2010.



Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1st day of JUNE, 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (513-412-4602)



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July, 2010



Assistant Secretary

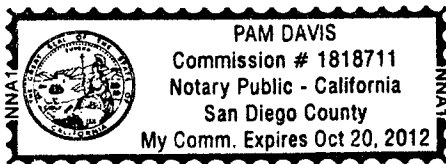
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On July 8, 2010 before me, Pam Davis, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Anne Wright
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Pam Davis
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

DATE: 7/15/2010ORACLE PROJECT NO. 1012391COUNTY OF SAN DIEGO
BIDDER DVBE INFORMATIONPROJECT TITLE: Construction of Metal Beam Guard Railing at Various Locations: Oracle Project No. 1012391BIDDER: Area West Fence Co BIDDER REPRESENTATIVE: Brian Fox

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
31. 32 portion	CONCRETE WORK	VETERAN CONSTRUCTION #1029779 3015 SAINT CHARLES CIR-272-9677 SAN DIEGO CA 92110	\$21,091.00
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{0.0346}{1} \times 100 = 3.4\%$	3%

PART IIA

DOCUMENTS TO BE EXECUTED BY LOW AND SECOND LOW BIDDERS WHO FAIL TO MEET A DVBE GOAL

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
NO LATER THAN 2:00 P.M. ON THE SECOND BUSINESS DAY
FOLLOWING BID OPENING DAY)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates they will meet a stated DVBE goal, they should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that a DVBE goal has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required certified DVBE documentation of "Good Faith Effort" which must be submitted by the low bidder and second low bidder to the county no later than 2:00 p.m. on the second business day following bid opening day.

Project Title: Construction of Metal Beam Guard Railing at Various Locations

Oracle Project No. : 1012391

Bid No.: 4587

Bid Date: _____

Name of Contractor Submitting Bid:

Please check off the following to insure you have included them in your documentation:

____ Documentation of "Good Faith Effort" (3 pages, including this page)

____ Attachment of Any Additional Supporting Documentation

DOCUMENTATION OF GOOD FAITH EFFORT

- A. List potential DVBEs that the bidder solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

bids, and (6) the reason for the bidder not accepting the DVB's bid. Use additional sheets if necessary.

DVB-E Program

NEXT BID

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PROPOSAL TO THE BOARD
FOR
CONSTRUCTION OF
METAL BEAM GUARD RAILING
AT VARIOUS LOCATIONS
ORACLE PROJECT NO. 1012391

RFB NO.: 4587

Name of Bidder ALCORN FENCE COMPANY

Business Address 9901 GLENOAKS BLVD. SUN VALLEY CA. 91352

Place of Residence _____

LOCATION

The work to be performed under this Contract is located in the vicinity of The County of San Diego, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on the "FY 08-09 Guardrails" locations list approved May 25, 2010 and the Guardrail Installation Plans, contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

BASE BID SCHEDULE

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	Construction Site Management	LS	LS	LS	1,000.00
2.	Prepare Water Pollution Control Program	LS	LS	LS	500.00
3.	Temporary Fiber Roll	13,500	LF	2.10	28,350.00
4.	Temporary Gravel Bag	704	EA	10.25	7,286.40
5.	Temporary Drainage Inlet Protection	3	EA	275.00	875.00
6.	Traffic Control	LS	LS	LS	117,900.00
7.	Remove Metal Beam Guard Railing	4,331	LF	6.80	29,450.80
8.	Remove Asphalt Concrete	24	SY	400.00	9,600.00
9.	Remove Asphalt Concrete Dike	235	LF	16.70	3,924.50
10.	Reconstruct Fence End Post (Type BW)	4	EA	250.00	1,000.00
11.	Reconstruct Metal Beam Guard Railing	50	LF	32.50	1,625.00
12.	Adjust Metal Beam Guard Rail	7,470	LF	5.75	42,952.50
13.	Remove Concrete	2.5	CY	4,450.00	11,125.00
14.	Reset Concrete Barrier (Type K)	40	LF	52.75	2,110.00
15.	Remove Concrete Barrier (Type K)	200	LF	39.00	7,800.00
16.	Clearing and Grubbing	LS	LS	LS	5,300.00

Name of Bidder ALCORN FENCE COMPANY

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY	300.00	41,400.00
18.	Imported Borrow	17.5	CY	690.00	12,075.00
19.	Asphalt Concrete	10.1	TON	622.00	6,282.20
20.	Asphalt Concrete Overside Drain	1	EA	5,775.00	5,775.00
21.	Place Asphalt Concrete Dike, Type C	235	LF	38.25	8,988.75
22.	Place Asphalt Concrete Dike, Type F	40	LF	38.25	1,530.00
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY	109.00	2,561.50
24.	Chain Link Fence (Type CL-4)	185	LF	27.00	4,995.00
25.	Guard Railing Delineator	143	EA	18.00	2,574.00
26.	Metal Beam Guard Railing	1,179	LF	32.10	37,845.90
27.	Metal Beam Guard Rating (Type WB)	16	LF	383.00	6,128.00
28.	Transition Railing (Type WB)	5	EA	6,700.00	33,500.00
29.	Alternative In-Line Terminal System	18	EA	3,550.00	63,900.00
30.	Alternative Flared Terminal System	19	EA	3,150.00	59,850.00
31.	Structural Concrete (Pedestal)	9	CY	3,025.00	27,225.00
32.	Crash Cushion (TRACC, TL-3)	1	EA	17,650.00	17,650.00
33.	BMP Maintenance Cost Sharing	1,000	DLR	1.00	1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					614,479.55

Name of Bidder ALCORN FENCE COMPANY

1/08

2-3a (Addendum No. 2)

PART 2/COUNTY

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the Total Bid, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected.

Award of the Contract, if awarded, will be made to the lowest responsible bidder within forty-five (45) calendar days from the date specified for the opening of bids; within sixty (60) calendar days to the second lowest responsible bidder if the first does not execute the Contract; and within seventy-five (75) calendar days to the third lowest responsible bidder if neither the first nor the second bidder executes the Contract.

PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss
)
County of ~~San Diego~~)
 Los Angeles

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) **Greg Erickson**, being first duly sworn, deposes and says that he ~~is~~ is (Title) **President** of (Company) **Alcorn Fence Company** the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER


GREG ERICKSON-PRESIDENT

DATE

JULY 13, 2010

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The Business Name and Address and the Portion of Work to be Subcontracted information are required at the time of bid submittal. The remainder of the information shall be submitted by the **apparent low bidder** no later than 2:00 pm on the next business day following the bid opening date by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

If no Subcontractors are to be employed on the project, enter the word "NONE."

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
19, 20, 21, 22, 23	ASPHALT	ALDIKE 2788 VENTURE LINDSAY, CA	2%	24188
31	CONCRETE	SOUTH COAST CONCRETE PO BOX 564 LAMBERT, CA	6%	776443
20	OVERSIDE DRAIN	KOCH-ANDERSON PO BOX 1190 CHICO, CA	1/2%	194819

TOTAL % SUBCONTRACTED _____

Name of Bidder ALCORN FENCE COMPANY

DESIGNATION OF SUBCONTRACTORS

[illegible]

Name of Bidder **ALCORN FENCE COMPANY** TOTAL % SUBCONTRACTED _____

BOND NO. N/A

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we ALCORN FENCE COMPANY
as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County. In the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF THE TOTAL AMOUNT BID IN DOLLARS - - (10% - -)

THE CONDITION OF THIS OBLIGATION IS SUCH.

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 07/15/2010 for
DATE

Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 12TH day of JULY A.D. 2010
TRAVELERS CASUALTY AND SURETY COMPANY (SEAL) ALCORN FENCE COMPANY (SEAL)
OF AMERICA (SEAL) CYNTHIA S. WOZNEY (SEAL) GREG ERICKSON (SEAL)
SURETY ATTORNEY-IN-FACT Principal PRESIDENT

STATE OF)
COUNTY OF) ss
On this day of in the year 20 before me

appeared a notary public in and for said County and State personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

- NOTE. (a) Signature of those executing for Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach a certified copy of Power of Attorney.

Notary Public In and for the County of

State of California

see attached acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

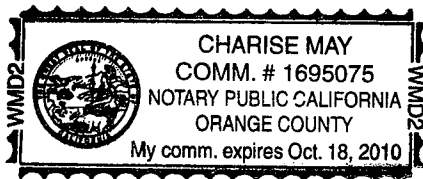
State of California

County of Orange

On July 12, 2010 before me, Charise May, Notary Public

Personally appeared Cynthia S. Wozney

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~- subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____


Signature of Notary Public

OPTIONAL

Capacity(ies) Claimed by Signer(s)

- ☐ Individual
- ☐ Corporated Officer _____ Title(s) _____
- ☐ Partner _____ ☐ Limited ☐ General
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian of Conservator
- ☐ Other _____

Signer is Representing: **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 222558

Certificate No. 003734605

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John M. Garrett, Steven C. Mosier, Denise Bennett, Erika Nicholas, Charise May, and Cynthia S. Wozney

of the City of Irvine, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of June, 2010.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 22nd day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12TH day of JULY, 2010.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

DATE: 7/15/2010

ORACLE PROJECT NO. _____

COUNTY OF SAN DIEGO
BIDDER DVBE INFORMATIONPROJECT TITLE: Construction of Metal Beam Guard Railing at Various Locations; Oracle Project No. 1012391BIDDER: ALCORN FENCE COMPANYBIDDER REPRESENTATIVE: TOM STACK

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
<u>portion of 18</u>	<u>FURNISH 18 TERMINAL SYSTEM TYPE ET</u>	<u>VET SOURCE - VENDOR</u> <u>16701 MAIN ST HESPERIA CA</u> <u>760-942-3836</u> <u>CERT# 0000456</u>	<u>\$24,098.00</u>
<u>portion of 1</u>	<u>FURNISH CSP PLAS PORTION OF</u>	<u>GLOBAL ENVIRONMENTAL - SENIOR</u> <u>P.O. BOX 8068</u>	
<u>portion of 2</u>	<u>FURNISH WPCP PLAS PORTION OF</u>	<u>FOUNTAIN VALLEY CA.</u> <u>714-479-1199</u> <u>CERT# 24765</u>	<u>\$2,190.00</u>
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			<u>\$26,288.00</u>

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL IF BID EXCEEDS \$500,000

CALCULATION		ESTABLISHED GOAL IF BID EXCEEDS \$500,000
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{26,288.00}{614,479.55} \times 100 = \frac{4.27}{7.55} \%$	3%

PART IIA

**DOCUMENTS TO BE EXECUTED BY LOW AND SECOND
LOW BIDDERS WHO FAIL TO MEET A DVBE GOAL**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
NO LATER THAN 2:00 P.M. ON THE SECOND BUSINESS DAY
FOLLOWING BID OPENING DAY)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-10) indicates they will meet a stated DVBE goal, they should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that a DVBE goal has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required certified DVBE documentation of "Good Faith Effort" which must be submitted by the low bidder and second low bidder to the county no later than 2:00 p.m. on the second business day following bid opening day.

Project Title: Construction of Metal Beam Guard Railing at Various Locations

Oracle Project No. : 1012391

Bid No.: 4587

Bid Date: 7/14/2010

Name of Contractor Submitting Bid:

ALCORN FENCE COMPANY

Please check off the following to insure you have included them in your documentation:

☐ Documentation of "Good Faith Effort" (3 pages, including this page)

☐ Attachment of Any Additional Supporting Documentation

DOCUMENTATION OF GOOD FAITH EFFORT

- A. List potential DVBEs that the bidder solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations**DVBE Solicitation Sample:**

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

[illegible]



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

July 1, 2010

ADDENDUM NO. 1

TO: Contract Documents for Construction of Metal Beam Guard Railing At Various Locations; Oracle Project No. 1012391

BID OPENING DATE: July 15, 2010

BID NO.: 4587

This Addendum No. 1 corrects and clarifies the contract documents.

1. Insert the attached page 2-6a (Addendum No. 1) into the contract documents.

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of Addendum No. 1:

1. Page 2-6a (Addendum No. 1)

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies): _____

If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency)

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- 4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

July 1, 2010

ADDENDUM NO. 1

TO: Contract Documents for Construction of Metal Beam Guard Railing At Various Locations; Oracle Project No. 1012391

BID OPENING DATE: July 15, 2010

BID NO.: 4587

This Addendum No. 1 corrects and clarifies the contract documents.

1. Insert the attached page 2-6a (Addendum No. 1) into the contract documents.

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcounty.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachment forming part of Addendum No. 1:

1. Page 2-6a (Addendum No. 1)

County of San Diego
Department of Purchasing and Contracting
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Attach proof of status and omit Paragraph 3.

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In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors.

List of for-profit

Entity(ies): N/A
If more than one, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency)

Certification #: N/A

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

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By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME: REG ERICKSON

SIGNATURE: [Signature]

TITLE: PRESIDENT

DATE: 07.13.2010

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

July 9, 2010

ADDENDUM NO. 2

TO: Contract Documents for Construction of Metal Beam Guard Railing at Various Locations;
Oracle Project No. 1012391

BID OPENING DATE: July 15, 2010

BID NO.: 4587

This Addendum No. 2 corrects and clarifies the contract documents.

1. On the front page of the contract documents, after the paragraph that starts with "**Addenda and Interpretations:**", insert the following paragraph:

"All interested parties who would like to be placed on the plan holders list, please submit your information (company name, contact person, general or sub, address, phone and fax) in its entirety to the points of contact above on or before the due date for all RFIs. Plan holders lists will be posted on Buynet labeled "plan holders list" as a courtesy and is not a requirement of this solicitation. The County of San Diego makes no representation as to the accuracy or for the completeness of the plan holders list."

2. Remove page 2-3a of the contract documents, and replace with the attached page 2-3a (Addendum No. 2). Changes are marked with a vertical line on the left margin.
3. On page 5-39 of the contract documents, under section "**14A. Remove Concrete Barrier (Type K)**", after the phrase that starts with "Contractor shall coordinate..", insert the following paragraph:

"In order to maintain a safe passage to traffic along Old Highway 80 at location 18A of this project, concrete Barriers (Type K) shall remain in their existing location until guardrail construction begins. Contractor shall remove sections of the concrete barrier as necessary to complete the daily work. Contractor shall place the barriers back to their original location without leaving a gap between the barriers after the work is completed at the end of each day. Barriers shall be pinned together per Caltrans Standard Plan T3. There shall be no blunt end of barriers facing oncoming traffic.

"Contractor shall provide all necessary traffic control such as crash cushion modules, signs and cones during the construction. A minimum of two drums, 700 lb Crash Cushion Sand-Filled Modules, in conformance with Caltrans Standard Plans May 2006, shall be provided to protect the exposed end of concrete barriers to oncoming traffic during construction."

4. On page 5-39 of the contract documents, under section "**14A. Remove Concrete Barrier (Type K)**", delete the paragraph that starts with "The contract price..." , and replace with the following:

"The contract price paid per linear foot for remove concrete barrier (Type K) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal and transporting the concrete barrier (Type K), and temporary removal, relocation and storage of the barriers to perform the metal beam guard rail installation, and the necessary traffic control measures, and no additional payment will be allowed therefor. No adjustment of compensation will be made for any increase or decrease in the quantities."

5. On page 5-49 of the contract documents, after the paragraph that starts with "Excavation, backfill..", insert the following section:

"23. Crash Cushion (TRACC, TL-3)"

"Crash cushion shall be furnished and installed as shown on the plans and in conformance with the provisions in the Standard Specifications and these special provisions.

"Crash cushion shall be a FASTRACC as manufactured by Trinity Industries, Inc., or an approved equal, and shall include all necessary hardware and items detailed.

"Concrete anchorage devices used for attaching the crash cushion to the base slab shall be per the manufacturers recommendations and limited to those which have been proven satisfactory by previous testing.

"The concrete anchor slab shall conform to the provisions in Section 51, "Concrete Structures," and Section 52, "Reinforcement," of the Standard Specification and these special provisions.

"The concrete anchor slab and backup block shall be constructed of concrete containing not less than 590 lbs of cement per cubic yard.

"The W-Beam connections to barrier shall conform to the provisions in section 83-1, "Railings," of the Standard Specifications.

"High strength bolts and nuts for W-Beam connections to barrier shall conform to the requirements in ASTM Designation: A 325.

"The Contractor shall furnish the Engineer one copy of the manufacture's plan and parts list.

"The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushion conforms to the contract plans and specifications, conforms to the pre-qualified design and material requirements, and was manufactured in conformance with the approved quality control program.

"Crash cushion shall be installed in conformance with the manufacturer's installation instructions.

"Surplus excavated material remaining after the crash cushion has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

"Crash Cushion (TRACC, TL-3) will be measured by the unit as determined from actual count in place in the completed work.

"For additional information regarding TRACC – TL-3 visit
<http://www.highwayguardrail.com/>

"The contract unit price paid for the crash cushion (TRACC, TL-3) shall include full compensation for furnishing all labor, materials (including anchor bolts, nuts washers, and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the TRACC type crash cushion, complete in place, including structure excavation, structure backfill, footing, bar reinforcing steel, concrete for anchor slab, transition plate, w-beam connector, and for furnishing high strength bolts and plate washers and disposing of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer."

6. Remove pages 8-2 and 8-2a of the contract documents, and replace with the attached pages 8-2 (Addendum No. 2) and 8-2a (Addendum No. 2). Changes are marked with a vertical line on the left margin.
7. Insert the attached page 8-3a (Addendum No. 2) into the contract documents.
8. Remove page 8-38 of the contract documents, and replace with the attached page 8-38 (Addendum No. 2).
9. Remove pages 8-40a through 8-40d of the contract documents, and replace with the attached pages 8-40a (Addendum No. 2) through 8-40d (Addendum No. 2).

This addendum is required to be inserted in the Contract Documents by the bidder and acknowledged by the bidder on page 2-2 of the Proposal to the Board, at the time of submitting the bid.

If you have any questions or comments, please contact Hugo Mora, Procurement Contracting Officer at: Hugo.Mora@sdcountry.ca.gov.

Hugo Mora for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:HM

Attachments forming part of this Addendum No. 2:

1. Page 2-3a (Addendum No. 2)
2. Pages 8-2 (Addendum No. 2) and 8-2a (Addendum No. 2)
3. Page 8-3a (Addendum No. 2)
4. Page 8-38 (Addendum No. 2)
5. Pages 8-40a (Addendum No. 2) through 8-40d (Addendum No. 2)

BASE BID SCHEDULE (Continued)

(SharpeSoft #1012391)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
17.	Roadway Excavation	138	CY		
18.	Imported Borrow	17.5	CY		
19.	Asphalt Concrete	10.1	TON		
20.	Asphalt Concrete Overside Drain	1	EA		
21.	Place Asphalt Concrete Dike, Type C	235	LF		
22.	Place Asphalt Concrete Dike, Type F	40	LF		
23.	Place Asphalt Concrete (Miscellaneous Area)	23.5	SY		
24.	Chain Link Fence (Type CL-4)	185	LF		
25.	Guard Railing Delineator	143	EA		
26.	Metal Beam Guard Railing	1,179	LF		
27.	Metal Beam Guard Rating (Type WB)	16	LF		
28.	Transition Railing (Type WB)	5	EA		
29.	Alternative In-Line Terminal System	18	EA		
30.	Alternative Flared Terminal System	19	EA		
31.	Structural Concrete (Pedestal)	9	CY		
32.	Crash Cushion (TRACC, TL-3)	1	EA		
33.	BMP Maintenance Cost Sharing	1,000	DLR	1.00	1,000.00
34.	Field Orders	10,000	DLR	1.00	10,000.00
TOTAL BID					

Name of Bidder ALCORN FENCE COMPANY

PART VIII. STANDARD DRAWINGS, STANDARD PLANS AND PROJECT PLANS

State of California, Department of Transportation (September 2008) Traffic Manual

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SS 1009 Crash-Cushion Attenuating Terminal, Plan, Elevation & Sections (Unidirectional, Direct Attachment)..... 8-3a (Addendum No. 2)

San Diego Area Regional Standard Drawings (April 2006)

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State of California, Department of Transportation, Standard Plans (May 2006)

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RSP A77C4 Metal Beam Guard Railing Typical Railing Delineation and Dike Positioning Details 8-9

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FY 08/09 Guardrails

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Willow Glen Drive 1085' North of West Village Lane, Location 101 (3 pages).....	8-50
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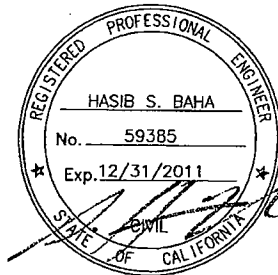
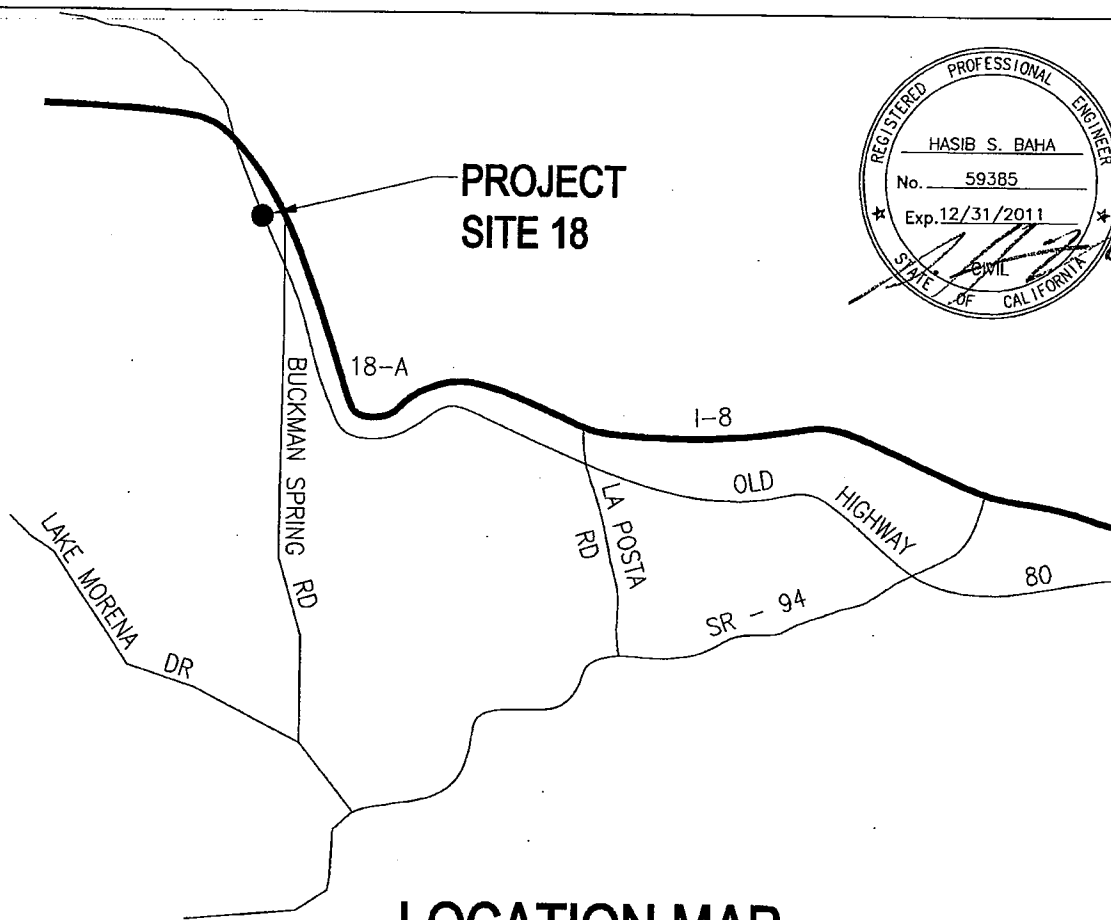
FY 08/09 GUARDRAILS
ACTIVITY NO. PWR-1012391

LOCATION #	NO OF SECTIONS	ROAD	LOCATION	TELOCATION	Temporary Fiber Optic	Temporary Gravel Bags	Temporary Drainage Inlet Protection	Remove Concrete Guard Railings	Remove Asphalt Concrete	Remove Asphalt Concrete Dike	Reconstruct Fence (Type B/W) End Post	Reconstruct Metal Beam Guard Railings	Adjust Metal Beam Guard Railings	Remove Concrete	Remove Railings (Type K)	Reinforce Railings (Type K)	Reinforce Excavation	Imported Borrow	Asphalt Concrete	Place Asphalt Concrete Dike (Type C)	Place Asphalt Concrete Dike (Type F)	Place Asphalt Concrete Dike (Type G) (Asphalt Concrete Area)	Asphalt Concrete Overlay Dike	Chain Link Fence (Type CL-4)	Guard Railings Delimiter	Metal Beam Guard Railings	Transition Railings (Type WB)	Alternative to Line Terminal System	Alternative Flared Terminal System	Structural Concrete (Protect)	
					LF	EA	EA	LF	SY	LF	EA	LF	LF	CY	LF	LF	CY	CY	TGN	LF	LF	SY	EA	LF	EA	LF	EA	EA	EA	CY	
184	4	Old Highway 80	2 miles north of Buckhorn Springs Road	430-A6	385	20																									
83	3	North Vista Hwy	Vista Rd.	1310-E3	125	16		38	16	55								2		6	55		16		5	450			1		
84-B	3	West Lane Rd.	W MP 5.5	1048-A6	400			100						300						6					3						9
100	3	Willow Glen Drive	1400' North of West Village Dr.	1252-F7	220	48		318																	6						
101	3	Willow Glen Drive	1000' North of West Village Dr.	1252-F7	2000								2000						0.5		40		155								
102	3	Willow Glen Drive	110' South of Willow Glen Dr.	1272-F1	600								580																		
103	3	Shylene Truck Trail	400' East of Lamson Valley Dr.	1273-A86	500	20							50																		
104	3	Shylene Truck Trail	400' East of Lamson Valley Dr.	1273-A86	100			50					50																		
106	3	Camino San Bernardo	Southbound B Express to Camino Del Norte	1109-G4	420			400																							
107-1	3	Camino San Bernardo	North of Coastwood Road	1109-G3	500			440																							
107-2	3	Camino San Bernardo	South of Camino Bernardo Rd.	1109-G3	280			257																							
108	3	Camino San Bernardo	South of Thomas Rd.	1109-G3	320		1	290																							
109	3	Highland Valley Rd	West of Highland Valley Court	1172-A3	300	72	2	240		140	4								6	1.1	140				12					4	
111	3	Highland Valley Rd	100' West of MP 7.05	1150-G3	500	120		38					200																		
112	3	Olay Lakes Rd	2500' East of MP 7.05-8.01	1293-G6	24			215																	4	13					1
113	3	Olay Lakes Rd	1500' East of MP 8.01	1293-G6	240			25					100																		
114	3	Olay Lakes Rd	250' East of MP 7.5 (N-WRT)	1293-J5	1550			1500					1500																		
115	3	South Grade Road	South of MP 44.0	1052	300	60		250	8			50	100						2.5			7.5			11	150					2
116	3	South Grade Road	South of MP 44.0	1052	420	60		58					300																		
117	3	South Grade Road	North of MP 44.0	1052	400	72		98																							
118	3	South Grade Road	North of MP 45.2 and South of 45.4	1052	350			88																							
121	3	South Grade Road	North of MP 45.6	1052	500			88						400																	
122	3	South Grade Road	North of MP 45.8	1052	200			113																							
123	3	South Grade Road	North of MP 46.0	1052	700			178					500																		
124	3	South Grade Road	North of MP 46.2	1052	175			126																							
125	3	South Grade Road	North of MP 46.4 and South of 46.6	1052	250	36		200					40																		
126	3	South Grade Road	North of MP 46.8	1052	600	60		150					400																		
127	3	South Grade Road	North of MP 47.2	1052	275	24		238																							
128	3	South Grade Road	North of MP 47.2	1052	90			75																							
129	3	South Grade Road	North of MP 47.4	1052	270			190					150																		
130	3	South Grade Road	North of MP 47.5	1052	520	72		138					250	2.5																	
131	3	South Grade Road	North of MP 47.5	1052	520	72		138					250	2.5																	
SUBTOTAL					13500	704	3	4321	24	235	4	50	7470	2.5	200	40	138	17.5	10.1	232	40	23.5	1	185	140	1175	5	18	19		9

RECOMMENDED BY: *[Signature]* DATE: 5-25-10
APPROVED BY: *[Signature]* DATE: 5/25/10
MICHAEL FAVORIS, COUNTY ENGINEER

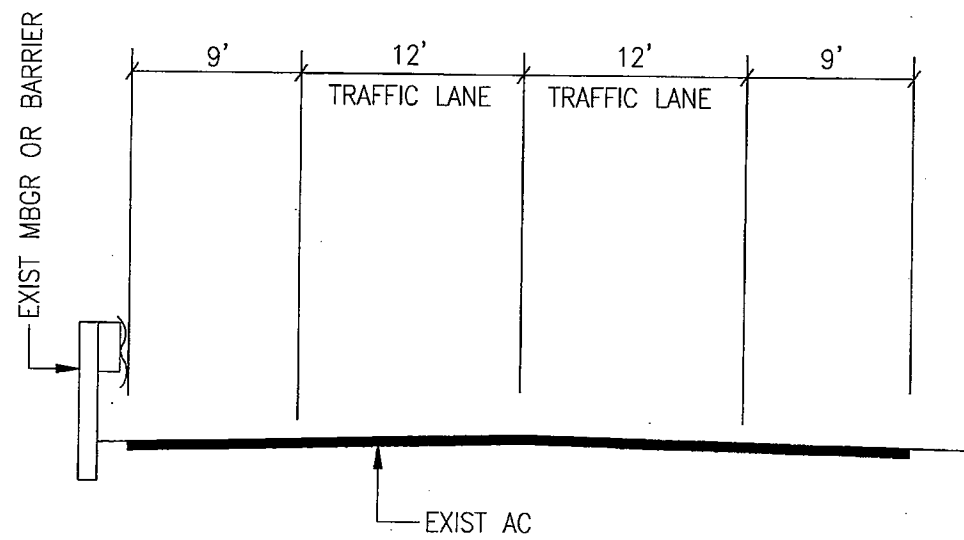
* FOR REVISION
- CONNECTION ONLY

* ADD 1774 "CRASH CUSHION (TRAC, TL-3)"
AS 1 EACH - PER ADDENDUM NO. 2

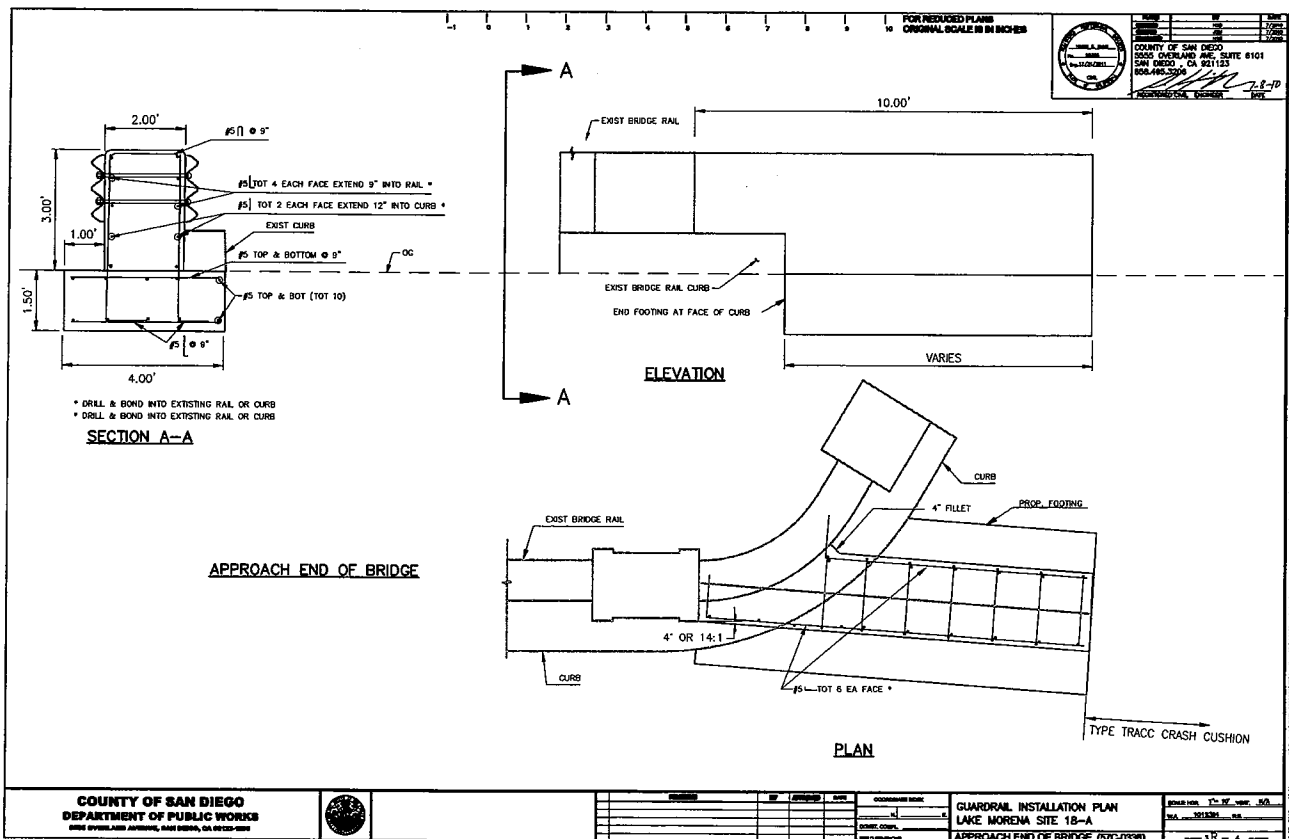


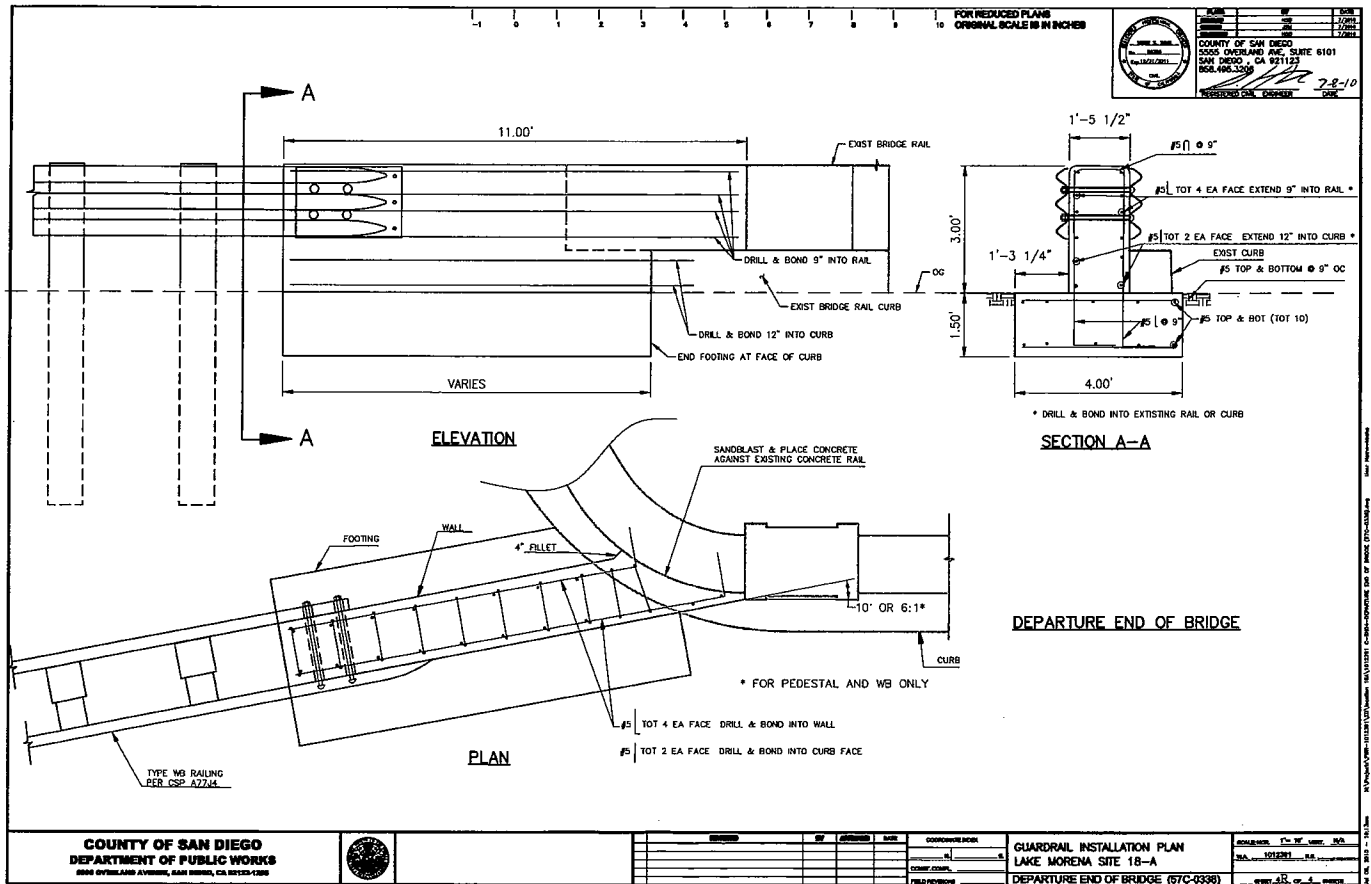
LOCATION MAP

NO SCALE



DRAWN BY: <u>HB</u>	CHECKED BY: <u>JM</u>	COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS GUARDRAIL INSTALLATION PLAN IN THE VICINITY OF: LAKE MORENA SITE 18-A	REVISION	APPROVED	DATE
RECOMMENDED BY: <u>HB</u>					
APPROVED FOR COUNTY ENGINEER:					
DATE: <u>07/08/2010</u>			DRAWING NUMBER <u>1R OF 4</u>		





Jackie Gordon

From: Tom Stack [tom@alcorn-fence.com]
Sent: Friday, July 09, 2010 1:27 PM
To: 'Jackie Gordon'
Cc: 'Greg Erickson'; dave@alcorn-fence.com
Subject: San Diego 2010 MBGR Addendum
Attachments: 75320_1_1439964_rfb4587_addendum2_and_attachments.pdf

Jackie,

Addendum # 2 just came out for the San Diego 2010 MBGR job. I attached it but if it is too big I also saved it to the S drive under the Sun Valley file folder, it is a pdf file with the name 75320 1 1439964 rfb4587 addendum2 and attachments.pdf. Can you please print it and forward to Greg with the other documents that was sent in the overnight? Thank you for your help with this.

Best Regards,

Tom